

# EXHIBIT 9

# EXHIBIT 9

In the Matter of:  
**OL PRIVATE COUNSEL, LLC**  
vs  
**OLSON**  
  
**THOMAS OLSON**  
December 19, 2024

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF UTAH  
) Videoconference  
OL PRIVATE COUNSEL, LLC, a ) 30(b)(6) Deposition  
Utah limited liability ) of:  
company, )  
Plaintiff, ) OL PRIVATE COUNSEL,  
              )     LLC  
              )  
v.              ) WITNESS:  
              )  
EPHRAIM OLSON, an      ) THOMAS H. OLSON  
individual, )  
              )  
Defendant. ) Case No.  
              ) 2:21-cv-00455-DBB  
              )  
              ) Judge David Barlow  
              )  
              ) Magistrate Judge  
              ) Daphne A. Oberg  
              )  
December 19, 2024 \* 3:02 p.m.  
Location: Empire Tower  
1 South Sathorn Road  
Yan Nawa, Sathorn  
Bankok, Thailand  
Reporter: Kathy Morgan, CSR, RPR  
Utah License No. 259764-7801 Nevada License No. 357  
Notary Public in and for the State of Utah

Number	Description	Page
5	1 Invoices from Foley & Lardner to ... OL Private Counsel for Burton v.	4
6	Lemons	
7	2 Invoices from Borden Lardner & ..... Gervais	38
8	3 OLPC's Second Supplemental .....	61
9	Response to Interrogatory 13	
10	4 Peacock Linder Halt & Mack .....	65
	invoices	
11	5 Mareva injunction.....	77
12	6 Stipulation and settlement .....	99
13	agreement, Ephraim Olson 8399 to 8473	
14	7 Stipulation and settlement .....	102
15	agreement, OL Private Counsel-Ephraim Olson 2518 to 2538	
16		
17		
18		
19		
20		
21		
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24		
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1  
2 APPEARANCES  
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14  
15  
16  
17 INDEX  
18 Examinations:                  Page  
19 By Ms. Vaughn:..... 4  
20  
21  
22  
23  
24  
25

Page 2

1 PROCEEDINGS  
2 OL PRIVATE COUNSEL, LLC,  
3 by and through its designated representative,  
4 THOMAS H. OLSON  
5 was called as a witness, appeared remotely before me,  
and having been first duly sworn  
6 was examined and testified as follows:  
7 MS. VAUGHN: Mr. Olson, thank you for  
8 making time for us today. I know it is early there.  
9 We appreciate it, as it's almost our close of the day  
10 here, so we will try to be quick.  
11 We are here pursuant to court order to go  
12 over the damages claimed, that OLPC has alleged and  
13 the invoices, on the eve, or the close, of fact  
14 discovery in this case, so I am just going to jump  
15 right in.  
16 I would like to mark Exhibit 1, which are  
17 the Foley & Lardner invoices Batesed as OL Private  
18 Counsel-Ephraim Olson 14200 to 14233, and then also  
19 14828 to 14829.  
20 (EXHIBIT 1 WAS IDENTIFIED.)  
21 I will go ahead and share my screen.  
22 EXAMINATION  
23 BY MS. VAUGHN:  
24 Q. Do you see this document, Mr. Olson?  
25 A. I do.

Page 3

<p>1 Q. Okay, and this represents, from my 2 understanding, invoices from Foley &amp; Lardner to 3 OL Private Counsel for the matter Burton v. Lemons; 4 is that correct? 5 A. Yes. 6 Q. I'll scroll quickly through. We'll go 7 through some in more detail, but at the end here we 8 have – two documents? Yeah, two documents that 9 appear to be sort of a tally of sorts. On the last 10 page, I'm trying to figure out, essentially, the 11 total amount that Foley &amp; Lardner has billed, or at 12 least as reflected in this Exhibit 1 for the Burton 13 v. Lemons matter. Do you know if that's \$154,304 or 14 \$149,677? 15 A. Well, I'd have to add up those bills. I 16 believe that I added them up at one time to \$149,000, 17 but I'd have to add those up again if you'd like me 18 to. 19 Q. No, that's okay, 149 is – that's close 20 enough. Are you aware that OLPC's expert, Rick 21 Hoffman, has calculated the damages related to these 22 invoices as not \$149,677, but rather \$109,832. Are 23 you aware of that? 24 A. Could you show me that, please. 25 Q. I can. Adobe can be quite slow sometimes.</p>	Page 5	<p>1 A. I want to see the beginning date and 2 ending date on the invoices. 3 Q. Sure. Looks like it begins on 4 October 17th of 2022 for the first invoice. And 5 assuming they were produced in chronological order, 6 which I assume they were, they go through 7 February 29th of 2024. 8 A. Can you take me back to the expert 9 paragraph on that, please. 10 Q. Yes. 11 A. Can you take me back to Schedule 2, 12 please. 13 Q. Oh, sorry. Of the report? Schedule 2? 14 A. Yes. Yes. 15 Q. I think the schedules are at the end. 16 Schedule 3, Schedule 2. 17 A. So if you'd like, I'll go through and just 18 go through each of the invoices. Then if you'd go 19 back to the invoices, I'll – 20 Q. Frankly, I'm not sure we have time for 21 that today, given we only have two hours. Do you 22 know what the difference is? I mean, is there a 23 difference? 24 A. Well, you're asking me a question, and I'd 25 like to go through the invoices and see what they add</p>	Page 7
<p>1 There it goes. Okay, do you see this document, 2 Mr. Olson? 3 A. I do. 4 Q. And do you recognize this as the expert 5 report from Rick Hoffman in this matter? 6 A. Yes, it appears to be. 7 Q. Okay, and do you understand that Rick 8 Hoffman is OLPC's expert? 9 A. Yes. 10 Q. Okay. I'm going to scroll down to the 11 bottom here. He has a table, Foley &amp; Lardner 12 Invoices, \$109,832. Do you see that? 13 A. I do. 14 Q. Okay. Do you know what the difference is 15 between the \$109,832 that Mr. Hoffman has calculated 16 and the \$149,677 shown in the actual invoices? 17 A. Can I look at the report, please. 18 Q. Yes. Which page would you like to go to? 19 A. Can you scroll up for me, please. 20 Q. Here's the analysis on the Foley &amp; 21 Lardner. 22 A. Can you take me back to the Foley 23 invoices, please. 24 Q. They're quite long, 36 pages. Do you know 25 exactly what you'd like to look at?</p>	Page 6	<p>1 up to. 2 Q. Let me see if I can drop them in the chat 3 here for you, and perhaps that's faster than me 4 scrolling through it for you. That should be coming 5 through. Do you see that in the chat now, 6 Mr. Thomas – Mr. Olson? 7 A. The chat? Just a second here, sorry. I 8 don't know how to open that. Let me just see if I 9 can open it, figure out how to open it. Is it all 10 right if I write, find a piece of paper to write down 11 these numbers so I can add them up? 12 Q. Sure. 13 A. Okay. So the invoices, it seems to me, 14 add up to \$109,831. 15 Q. Okay. So this other document that was 16 produced showing total billed as 149, OLPC is not 17 seeking damages for those; correct? For that 149. 18 It's just the 109 in the invoices? 19 A. That is all the amount claimed at that 20 time. 21 Q. Okay, and let me just back up. You 22 understand today that we're here on a court order; 23 correct? 24 A. Yes. 25 Q. Okay, and you understand that OLPC, the</p>	Page 8

<p>1 corporate entity, is being deposed today; correct?</p> <p>2 A. Yes.</p> <p>3 Q. Okay, and that even though you're an</p> <p>4 individual with your own individual knowledge, the</p> <p>5 questions I ask you today I want to be answered not</p> <p>6 with your individual knowledge, but essentially from</p> <p>7 the corporation. Do you understand that?</p> <p>8 A. Yes.</p> <p>9 Q. Okay, and that your testimony today is</p> <p>10 binding on OLPC; correct?</p> <p>11 A. Yes.</p> <p>12 Q. All right. So again, just to clarify.</p> <p>13 OLPC is only seeking damages from the Burton v.</p> <p>14 Lemons matter of 109,832. Oh, sorry, \$109,832.</p> <p>15 A. As – at the time of that report, that's</p> <p>16 correct.</p> <p>17 Q. Okay. Does OLPC intend to seek additional</p> <p>18 damages in this case?</p> <p>19 A. Well, if the matter's ongoing, the expert</p> <p>20 and the lawyers may supplement that, I suspect. But</p> <p>21 as of that date, those were the invoices.</p> <p>22 Q. Okay. Is the Burton v. Lemons matter</p> <p>23 ongoing?</p> <p>24 A. It has been stayed in Utah and is being</p> <p>25 carried on in Canada.</p>	<p>Page 9</p> <p>1 Foley &amp; Lardner for the Burton v. Lemons matter?</p> <p>2 A. The matter was based on confidential</p> <p>3 documents and information that was stolen by Ephraim</p> <p>4 Olson, who was a former employee of OLPC.</p> <p>5 Q. Is there a contractual obligation for OLPC</p> <p>6 to pay the claims, the fees, incurred by Foley &amp;</p> <p>7 Lardner in the Burton v. Lemons matter?</p> <p>8 MR. JORDAN: Objection; calls for a legal</p> <p>9 conclusion.</p> <p>10 Q. (By Ms. Vaughn) You can go ahead and</p> <p>11 answer.</p> <p>12 A. OLPC has agreed to cover – to reimburse</p> <p>13 the costs incurred in the Burton v. Lemons matter.</p> <p>14 Q. Okay, and who did OLPC reach that</p> <p>15 agreement with?</p> <p>16 A. Waterton Land Trust.</p> <p>17 Q. Okay. Is Waterton Land Trust a party to</p> <p>18 the Burton v. Lemons matter?</p> <p>19 A. Waterton Land Trust is indemnifying</p> <p>20 Lemons, who was a trustee of the Waterton Land Trust.</p> <p>21 Q. Okay. Who negotiated the indemnification</p> <p>22 between Waterton Land Trust and Bruce Lemons?</p> <p>23 MR. JORDAN: Objection; assumes facts not</p> <p>24 in evidence.</p> <p>25 Q. (By Ms. Vaughn) You can go ahead and</p>
<p>1 Q. And does OLPC intend to seek damages for</p> <p>2 costs related to that Canadian action?</p> <p>3 A. Well, that would be the lawyers and the</p> <p>4 experts will make a decision about supplementing the</p> <p>5 expert report based on any additional damages, I</p> <p>6 suspect.</p> <p>7 Q. So you don't know?</p> <p>8 A. Well, that's a decision for the lawyers</p> <p>9 and the experts to make about the additional damages.</p> <p>10 Q. Well –</p> <p>11 A. But the matters are ongoing. The matters</p> <p>12 are ongoing.</p> <p>13 Q. Okay. OLPC does not know if it will be</p> <p>14 supplementing its damages?</p> <p>15 A. Again, that's the lawyers – OLPC will be</p> <p>16 taking advice from the lawyers and experts on that.</p> <p>17 My sense is it would be, but that's not – that will</p> <p>18 be a call between the experts and the lawyers. But</p> <p>19 the matters are ongoing, and additional liability</p> <p>20 continues to go on as those matters proceed in</p> <p>21 Canada.</p> <p>22 Q. Okay. Is OLPC a party to Burton v.</p> <p>23 Lemons?</p> <p>24 A. No.</p> <p>25 Q. Why is OLPC receiving the bills from</p>	<p>Page 10</p> <p>1 answer.</p> <p>2 A. That would be between the trustee of</p> <p>3 Waterton Land Trust and Bruce Lemons.</p> <p>4 Q. Who's the trustee of Waterton Land Trust?</p> <p>5 A. Hyrum Olson.</p> <p>6 Q. Okay. When did Hyrum Olson and Bruce</p> <p>7 Lemons reach an agreement to indemnify Bruce Lemons</p> <p>8 for the Burton v. Lemons matter?</p> <p>9 A. To my understanding, it was from the</p> <p>10 outset, when the matter first arose.</p> <p>11 Q. What was the date of that agreement?</p> <p>12 A. My understanding is it was at or about the</p> <p>13 time shortly after the lawsuit was served on Bruce</p> <p>14 Lemons.</p> <p>15 Q. And what are the terms of that agreement?</p> <p>16 A. That Bruce would be indemnified for his</p> <p>17 legal fees.</p> <p>18 Q. How does OLPC know what the terms of that</p> <p>19 agreement are?</p> <p>20 A. That's to my understanding.</p> <p>21 Q. What is that understanding based on?</p> <p>22 A. It's based on the – in part on the trust</p> <p>23 document.</p> <p>24 Q. Okay. Is it a written indemnification</p> <p>25 agreement?</p>

<p>1 A. I believe the trust document itself 2 provides for indemnification.</p> <p>3 Q. Okay, and when did OLPC agree to reimburse 4 the Waterton Land Trust for that indemnification?</p> <p>5 A. After it was advised that Bruce had been 6 sued by Naomi Burton.</p> <p>7 Q. What was the date?</p> <p>8 A. It would have been shortly after OLPC was 9 advised of the lawsuit and the nature of the lawsuit.</p> <p>10 Q. And who did OLPC negotiate that agreement 11 with?</p> <p>12 A. That would have been with the trustee of 13 the Waterton Land Trust.</p> <p>14 Q. With Hyrum Olson?</p> <p>15 A. Yes.</p> <p>16 Q. How did OLPC negotiate with Hyrum Olson?</p> <p>17 Via e-mail? Phone call?</p> <p>18 A. It would have been by telephone call.</p> <p>19 Q. Okay. When were the telephone calls?</p> <p>20 A. It would have been after the trustee 21 advised me, sometime after the trustee advised me 22 that there would – that there was an ongoing lawsuit 23 between Bruce Lemons and Naomi Burton. So it would 24 have been probably before this invoice arose, the 25 first invoice.</p>	<p>Page 13</p> <p>1 estimate?</p> <p>2 A. Would you like me to speculate?</p> <p>3 Q. No, but I want to know that you were 4 dealing with the appropriate trustee of the Waterton 5 Land Trust.</p> <p>6 A. At the time, yes. At the time these 7 invoices were rendered, he was the trustee.</p> <p>8 Q. Okay. And what documents would prove that 9 Hyrum Olson was the trustee of the Waterton Land 10 Trust?</p> <p>11 A. Well, he advised me that he was. He 12 represented that he was the trustee.</p> <p>13 Q. Okay, so you were just going on Hyrum 14 Olson's word that he was the trustee?</p> <p>15 A. I believe so. I believe that that's – 16 that he advised me of that, that he was the trustee, 17 the current trustee, and seeking indemnity.</p> <p>18 Q. Okay. Just to make sure I understand, 19 OLPC is claiming damages for the fees incurred in 20 Burton v. Lemons because OLPC agreed to indemnify the 21 Waterton Land Trust; correct?</p> <p>22 A. That's correct.</p> <p>23 Q. Okay. And the Waterton Land Trust is 24 allegedly responsible for the fees in the first place 25 because the Waterton Land Trust agreed to indemnify</p>	<p>Page 15</p>
<p>1 Q. And what are –</p> <p>2 A. Which was October 2022.</p> <p>3 Q. What are the terms of OLPC's agreement 4 with the trustee of the Waterton Land Trust to 5 reimburse it for these fees?</p> <p>6 A. Terms that it will reimburse Waterton Land 7 Trust, indemnify Waterton Land Trust, for the costs 8 incurred in this lawsuit.</p> <p>9 Q. Okay. And it's not a written agreement?</p> <p>10 A. No.</p> <p>11 Q. Is it memorialized anywhere in writing?</p> <p>12 A. No.</p> <p>13 Q. Okay. What other individuals would have 14 knowledge about this agreement?</p> <p>15 A. Well, who the trustee spoke to, I wouldn't 16 know that. I certainly advised counsel of that. But 17 beyond that, I don't know who else would be advised 18 of it.</p> <p>19 Q. And the trustee is Hyrum Olson?</p> <p>20 A. Yes. Yes, it is now.</p> <p>21 Q. Now. When did Hyrum Olson become the 22 trustee of the Waterton Land Trust?</p> <p>23 A. I'm not – I don't recall when he became 24 the trustee.</p> <p>25 Q. Can you put a date on it, like an</p>	<p>Page 14</p> <p>1 Bruce Lemons?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And you negotiated the terms of 4 OLPC's agreement with the Waterton Land Trust with 5 Hyrum Olson; correct?</p> <p>6 A. Yes.</p> <p>7 Q. Is Waterton Land Trust a client of OLPC?</p> <p>8 A. Yes. The trustee – it has been, 9 historically, and it continues to get advice from – 10 it continues to file tax returns and so on for 11 Waterton Land Trust.</p> <p>12 Q. Okay. Does OLPC have an engagement 13 agreement with Waterton Land Trust?</p> <p>14 A. Yes.</p> <p>15 Q. Is that a written document?</p> <p>16 A. Well, let me be clear. I don't – OLPC 17 does not have a written document with Waterton Land 18 Trust because it takes its instructions from the 19 OLPCCIL to do work for Waterton Land Trust, so it 20 doesn't have a written document.</p> <p>21 Q. Okay. So is Waterton Land Trust a client 22 of OLPCCIL?</p> <p>23 A. It is a client of OLPC and OLPCCIL, that's 24 correct.</p> <p>25 Q. Okay, but it doesn't have an engagement</p>	<p>Page 16</p>

<p>1 agreement with OLPC? 2 A. Not a written one. 3 Q. You mentioned a little bit earlier that 4 Burton v. Lemons is about the confidential documents. 5 Have you read the pleadings in Burton v. Lemons? 6 A. I have read some of the pleadings, yes. I 7 may have read them all, but I – yeah, I have. 8 Actually, I have reviewed them early on, but not 9 recently. 10 Q. Okay. How did you get access to those 11 pleadings? 12 A. I was referred to – when I was advised 13 that there was a – that they'd be claiming damages, 14 I asked for a summary of the – of what the nature of 15 the lawsuit was, and so I was advised of the nature 16 of those proceedings. 17 Q. Okay, and that summary, was that written 18 down? 19 A. No, it was not a written summary. It was 20 based on advice of counsel. 21 Q. Who was the counsel? 22 A. Foley advised me of the nature of the 23 lawsuit. 24 Q. Okay. So you understand that Naomi Burton 25 sued Bruce Lemons in his individual capacity;</p>	Page 17	Page 19
<p>1 correct? 2 A. Excuse me. My understanding is he was – 3 that's a legal question. My understanding was he was 4 sued based on actions he took as a trustee. 5 Q. Okay. And which specific confidential 6 documents were used in the Burton v. Lemons matter? 7 A. The trust agreement. 8 Q. Is that the only one? 9 A. I believe that's right, that I can recall 10 right now, uh-huh. 11 Q. And that's the Waterton Land Trust 12 agreement? 13 A. That's correct. 14 Q. And how was that document used by Naomi 15 Burton in the litigation? 16 A. To determine, I believe, the trustee, the 17 protector, the beneficiaries and provisions, other 18 provisions of the trust agreement regarding – and 19 other provisions of the trust agreement. 20 Q. How does OLPC know that Naomi Burton used 21 the trust agreement to make those determinations? 22 A. Because my understanding is she was given 23 a copy of that trust agreement. 24 Q. Okay, but how does OLPC – you know she 25 had a copy of it. You know she filed a complaint.</p>	Page 18	Page 20

<p>1 headsets. My headset might have gone dead, I'm not      2 sure. Sorry, I missed that when you were pointing      3 down to the bottom of that page. Sorry, I missed      4 that.</p> <p>5 Q. Okay. She -- there are more questions      6 about where she got the trust document from, and she      7 says:</p> <p>8 "I believed it was filed as a response to      9 my motion to intervene in the divorce suit."</p> <p>10 Do you see that?</p> <p>11 A. Yeah, I see that.</p> <p>12 Q. Okay. Who would have opposed Naomi's      13 motion to intervene in the divorce suit?</p> <p>14 A. That's a procedural question. I don't      15 recall that.</p> <p>16 Q. You don't recall. Do you recall which      17 divorce suit this was in?</p> <p>18 A. This would be the divorce suit between      19 Carolyn and myself personally.</p> <p>20 Q. In Utah?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And is it your understanding that      23 those filings are private?</p> <p>24 A. My understanding is there's a protective      25 order on the documents that were filed in the</p>	<p>Page 21</p>	<p>1 that she had access to a copy of the trust agreement      2 other than that which was -- that was under      3 protective order in the matrimonial case.</p> <p>4 Q. (By Ms. Vaughn) So you're saying she got      5 a different trust agreement in the divorce      6 proceeding?</p> <p>7 A. Yeah, she had access to.</p> <p>8 MR. JORDAN: Calls for speculation.</p> <p>9 THE WITNESS: It's my understanding she      10 had access to a different copy, other than the Bates      11 stamped copy that was subject to a protective order.</p> <p>12 Q. (By Ms. Vaughn) And how do you know that      13 Naomi used the one she allegedly got from Ephraim      14 versus the one that was produced to her in the      15 divorce case?</p> <p>16 MR. JORDAN: Objection; assumes facts not      17 in evidence.</p> <p>18 You do not have to assume Ms. Vaughn's      19 statement to be true, that she got anything in the      20 divorce case.</p> <p>21 A. She was -- it's my understanding that she      22 had been in communication with Ephraim from the      23 outset and was aware of the document in connection      24 with the Mareva injunction.</p> <p>25 Q. (By Ms. Vaughn) Well, maybe I can ask it</p>	<p>Page 23</p>
<p>1 lawsuit.</p> <p>2 Q. Okay, but if Naomi received the trust      3 document as part of the divorce proceeding, then why      4 are there damages related to the Burton v. Lemons      5 matter?</p> <p>6 MR. JORDAN: Objection; hypothetical      7 question, assumes facts not in evidence, calls for      8 speculation.</p> <p>9 A. Were there any -- were there any -- sorry?</p> <p>10 MR. JORDAN: Scott, you were saying      11 something?</p> <p>12 MR. LILJA: No, no.</p> <p>13 MR. JORDAN: You came across --</p> <p>14 MR. LILJA: I didn't know my audio was on.      15 I'll make sure it's off, how's that.</p> <p>16 THE WITNESS: Sorry, could you repeat your      17 question, please, Sarah.</p> <p>18 Q. (By Ms. Vaughn) Yes. So if Naomi      19 testified that she received the trust document in the      20 divorce proceeding when she sought to intervene, why      21 is OLPC claiming damages from Ephraim for Naomi's      22 alleged use of the trust document?</p> <p>23 MR. JORDAN: Objection; hypothetical,      24 assumes facts not in evidence, calls for speculation.</p> <p>25 A. Was there a -- it's OLPC's understanding</p>	<p>Page 22</p>	<p>1 a different way. Does OLPC have evidence that      2 Ephraim Olson sent Naomi Burton a copy of the      3 Waterton Land Trust document?</p> <p>4 A. It's our understanding that she did. She      5 did communicate with Ephraim with respect to the      6 Waterton Land Trust.</p> <p>7 Q. That was not my question, Mr. Olson. Does      8 OLPC have evidence that Ephraim Olson sent Naomi a      9 copy of the Waterton Land Trust document?</p> <p>10 Did you hear my question, Mr. Olson?</p> <p>11 A. I did. I believe that she was served with      12 a copy of the Mareva injunction papers, which had a      13 copy of the stolen Waterton Land Trust document.</p> <p>14 Q. So that's how you think Naomi Burton      15 received the Waterton Land Trust document, is because      16 it was attached to the Mareva injunction?</p> <p>17 A. Well, I think at least that was the latest      18 stage that she would have received it, yes.</p> <p>19 Q. Okay. So is the answer to my original      20 question no, OLPC does not have evidence that Ephraim      21 Olson sent Naomi Burton a copy of the Waterton Land      22 Trust document?</p> <p>23 A. At this point I don't recall that we have      24 evidence that he sent that to her --</p> <p>25 Q. Okay, and you understand --</p>	<p>Page 24</p>

<p>1 A. --but she did receive it in connection 2 with the Mareva injunction.</p> <p>3 Q. Okay. You understand that fact discovery 4 in this matter has closed?</p> <p>5 A. That's my understanding. I'm not sure 6 what that means, but that's my understanding, 7 whatever that means.</p> <p>8 Q. You know, I ask that because we're to the 9 point in the case now where OLPC will have to prove 10 its claims, and that's why I'm trying to get very 11 direct answers to what I think are clear questions. 12 I want to make sure that we all understand what 13 OLPC's claims are.</p> <p>14 As you sit here today, OLPC is claiming 15 that Naomi Burton received a copy of the Waterton 16 Land Trust document because she was served with a 17 copy of the Mareva injunction action; is that 18 correct?</p> <p>19 MR. JORDAN: Objection; inconsistent with 20 his prior testimony.</p> <p>21 Q. (By Ms. Vaughn) I would be happy to have 22 you correct me.</p> <p>23 A. We believe that she was -- she was 24 involved in the Mareva injunction from the outset and 25 had that document prior to the Mareva injunction.</p>	Page 25	<p>1 connection with the Mareva injunction. That's my 2 recollection.</p> <p>3 Q. Okay. You don't have a copy of that 4 e-mail? Does OLPC have a copy of the e-mail?</p> <p>5 A. No.</p> <p>6 Q. You don't know what that e-mail was about; 7 correct?</p> <p>8 A. Well, whatever it says in the privilege 9 log.</p> <p>10 Q. But you're limited to the privilege log. 11 Who produced that privilege log?</p> <p>12 A. I don't recall, Sarah. I don't recall the 13 privilege log and so on.</p> <p>14 Q. So you're referring to some e-mail, in one 15 of the multiple hundreds of pages of privilege logs 16 that we have in this case, where Naomi is copied, and 17 your only understanding of that e-mail is what's in 18 the privilege log; is that right?</p> <p>19 A. I believe that's true.</p> <p>20 Q. Okay. And in that privilege log, does it 21 show that Naomi Burton received a copy of the 22 Waterton Land Trust?</p> <p>23 MR. JORDAN: Objection; beyond the scope.</p> <p>24 A. I believe -- I don't recall now. It's 25 whatever the privilege log says. It says what it</p>	Page 27
<p>1 But at the very latest, I believe she was served -- 2 had a copy of that Mareva injunction with the 3 stolen -- that was based on the stolen Waterton Land 4 Trust document.</p> <p>5 Q. Okay. So there are two things that you 6 just said there. She either, one, later received it 7 when she was served with the Mareva injunction 8 action; right?</p> <p>9 A. Yeah, that she had a copy of that, that's 10 right.</p> <p>11 Q. And then the other is your belief -- 12 excuse me -- OLPC's belief than Naomi was involved -- 13 quote, "involved" in the Mareva injunction action 14 from the outset. What does OLPC mean when it says 15 Naomi Burton was involved?</p> <p>16 A. That she was involved in -- it's OLPC's 17 understanding that she was involved with counsel --</p> <p>18 Q. Whose counsel?</p> <p>19 A. -- in the -- counsel for Carolyn in the 20 Mareva injunction.</p> <p>21 Q. Okay, and what does OLPC base that 22 understanding on?</p> <p>23 A. I believe that -- I believe that we've 24 seen e-mail communications on a privilege log, I 25 believe, between -- on which Naomi was copied in</p>	Page 26	<p>1 says.</p> <p>2 Q. (By Ms. Vaughn) Okay. Is it fair to say 3 that OLPC is just speculating here?</p> <p>4 A. Speculating on what? Sorry.</p> <p>5 Q. How Naomi received -- that Naomi was, 6 quote, "involved" in the Mareva injunction action and 7 got the Waterton Land Trust document through that 8 involvement. You're making assumptions; right?</p> <p>9 MR. JORDAN: Is that a new question?</p> <p>10 Withdrawing your previous question?</p> <p>11 MS. VAUGHN: I think they build on 12 themselves. If you want to call it compound, I can 13 break it down.</p> <p>14 MR. JORDAN: Would you. I object as 15 compound.</p> <p>16 MS. VAUGHN: Yeah.</p> <p>17 Q. (By Ms. Vaughn) Are you speculating that 18 OLPC -- or that Naomi Burton received a copy of the 19 Waterton Land Trust document through her alleged 20 early involvement in the Mareva injunction action?</p> <p>21 A. I'm not sure I'd call it speculation. I 22 think we've drawn a conclusion that she received the 23 information related to the trust through her 24 involvement in the Mareva injunction.</p> <p>25 Q. You've drawn a conclusion without factual</p>	Page 28

<p>1 evidence; correct?</p> <p>2 MR. JORDAN: Objection; misstates the</p> <p>3 record.</p> <p>4 A. I didn't say that. I said we've drawn a</p> <p>5 conclusion based on the privilege logs.</p> <p>6 Q. (By Ms. Vaughn) Okay. Has OLPC produced</p> <p>7 all of the pleadings from the Burton v. Lemons</p> <p>8 matter?</p> <p>9 A. I don't know what – that's – I'm not</p> <p>10 aware. To my knowledge it's a public document, so</p> <p>11 I'm not aware of what has been – if counsel has</p> <p>12 produced that, I'm not aware of that.</p> <p>13 Q. Okay. And are you aware that Burton v.</p> <p>14 Lemons is actually a private matter? It's not a</p> <p>15 public document?</p> <p>16 A. I'm not aware of that.</p> <p>17 Q. Wouldn't it be important for people</p> <p>18 evaluating OLPC's claim for damages to understand</p> <p>19 what the Burton v. Lemons matter is about and what's</p> <p>20 gone on in that litigation?</p> <p>21 MR. JORDAN: Objection; calls for</p> <p>22 speculation, calls for a legal conclusion.</p> <p>23 A. Wouldn't it be important for whom?</p> <p>24 Q. (By Ms. Vaughn) Someone like myself.</p> <p>25 Someone like myself. If I'm trying to understand how</p>	<p>Page 29</p> <p>1 to quash."</p> <p>2 A. I see that, yes.</p> <p>3 Q. Okay. How is Naomi's access to the</p> <p>4 Waterton Land Trust document related to her subpoena</p> <p>5 of documents to DocuSign and Mr. Lemons' attempts to</p> <p>6 quash that subpoena?</p> <p>7 A. The lawsuit is based on Mr. Lemons'</p> <p>8 obligations as a trustee from the stolen documents,</p> <p>9 and all of this arises as a result of the use of the</p> <p>10 confidential document and confidential information in</p> <p>11 bringing the lawsuit. So it's whatever follows from</p> <p>12 that.</p> <p>13 Q. So you cannot tell me how Naomi's access</p> <p>14 to the Waterton Land Trust document allegedly relates</p> <p>15 to the specific entries in this matter, can you?</p> <p>16 A. I think I can.</p> <p>17 MR. JORDAN: Objection; inconsistent with</p> <p>18 his testimony.</p> <p>19 THE WITNESS: My understanding is this</p> <p>20 follows from a lawsuit based on the stolen document.</p> <p>21 The question with respect to DocuSign has to do with</p> <p>22 actions taken by the trustee and whether the trustee</p> <p>23 had authority to take those directions.</p> <p>24 Q. (By Ms. Vaughn) Okay, and that's what</p> <p>25 Naomi claimed in the lawsuit; correct? Was that</p>
<p>1 Naomi's alleged access to the Waterton Land Trust</p> <p>2 documents relate to all of the fees incurred by</p> <p>3 Foley &amp; Lardner, how would I do that without the</p> <p>4 actual pleadings?</p> <p>5 MR. JORDAN: Objection; calls for</p> <p>6 speculation.</p> <p>7 You're not obligated to speculate about</p> <p>8 what Ms. Vaughn means, Mr. Olson.</p> <p>9 THE WITNESS: So do I answer the question?</p> <p>10 MS. VAUGHN: You can answer if you're</p> <p>11 able.</p> <p>12 MR. JORDAN: If you can answer it without</p> <p>13 speculating.</p> <p>14 THE WITNESS: Can you repeat the question,</p> <p>15 please, Sarah.</p> <p>16 Q. (By Ms. Vaughn) I'll ask it in a</p> <p>17 different way. There are a lot of entries in this,</p> <p>18 on these invoices, particularly some of the later</p> <p>19 ones. Okay. I'm looking at this invoice from</p> <p>20 October 24th of 2023. This invoice makes up some of</p> <p>21 OLPC's claimed damages in this matter; correct?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. A lot of these entries relate to a</p> <p>24 subpoena to DocuSign and Mr. Lemons' attempt to quash</p> <p>25 that subpoena. Do you see that? "DocuSign, motion</p>	<p>Page 30</p> <p>1 Bruce Lemons exceeded his authority as trustee and</p> <p>2 breached the duties owed to her as an alleged</p> <p>3 beneficiary; correct?</p> <p>4 A. That's my understanding.</p> <p>5 Q. Okay. So it's OLPC's position that</p> <p>6 because Naomi Burton allegedly had access to the</p> <p>7 Waterton Land Trust document prior to legally</p> <p>8 receiving it in connection with the Mareva</p> <p>9 injunction, that Ephraim is responsible for all of</p> <p>10 the fees incurred in Burton v. Lemons; is that right?</p> <p>11 MR. JORDAN: Objection.</p> <p>12 A. That is correct.</p> <p>13 MR. JORDAN: Wait a minute. I object to</p> <p>14 Counsel's statement that she legally received it by</p> <p>15 virtue of the Mareva injunction.</p> <p>16 But your answer is on the record. Thank</p> <p>17 you, Mr. Olson.</p> <p>18 Q. (By Ms. Vaughn) Have these invoices been</p> <p>19 paid?</p> <p>20 A. Yes.</p> <p>21 Q. Who were they paid by?</p> <p>22 A. Initially they were paid – I believe they</p> <p>23 were charged – they were paid, I think, directly or</p> <p>24 indirectly, by OLPC and then charged – Waterton Land</p> <p>25 Trust – then it was charged back to Waterton Land</p>

<p>1 Trust with the understanding that OLPC will indemnify      2 it for all the costs incurred in connection with      3 this. So it's charged – it was charged back to –      4 charged to Waterton Land Trust.</p> <p>5 Q. Okay, let's break this down. You said it      6 was paid either directly or indirectly by OLPC.      7 Which was it?</p> <p>8 A. OLPC arranged for the payment of the fee      9 initially, and then Waterton Land Trust – charged it      10 back to Waterton Land Trust.</p> <p>11 Q. And you said OLPC arranged for the      12 payment. Did OLPC make a payment or arrange for some      13 other entity to pay it?</p> <p>14 A. No, I believe that it paid it itself.</p> <p>15 Q. Okay. And what proof would there be that      16 it was OLPC itself that paid this invoice?</p> <p>17 A. The fact that I arranged for the payment      18 of it.</p> <p>19 Q. Okay. Is there a document, documented      20 evidence, of that? Bank accounts, perhaps.</p> <p>21 A. It was paid electronically. It might show      22 on the bank statement. It's possible.</p> <p>23 Q. Whose bank statement?</p> <p>24 A. OLPC's.</p> <p>25 Q. Okay. And then you said that it was</p>	Page 33	<p>1 A. No. Waterton Land Trust owes it to OLPC.      2 Waterton Land Trust owed it to OLPC and then used      3 that to pay back OLPCCIL.</p> <p>4 Q. How does that work? Explain that to me.      5 I don't understand that.</p> <p>6 A. Well, if A owes B money and B owes C      7 money, B can assign the receivable from A to C to pay      8 its debt, to pay down its debt.</p> <p>9 Q. Okay. So OLPC paid the invoices and then      10 charged that back to Waterton Land Trust; correct?</p> <p>11 A. Yes.</p> <p>12 Q. Waterton Land Trust did not pay that back      13 to OLPC, but instead charged it back to OLPCCIL?</p> <p>14 A. No, it assigned the receivable. It      15 factored the receivable. It got the receivable from      16 Waterton Land Trust, charged it back, and used that      17 asset to reduce its – any amount it owed to OLPCCIL.      18 And then OLPCCIL was paid by Waterton Land Trust.</p> <p>19 Q. Okay, to reduce the amount that OLPC owes      20 to OLPCCIL?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. Is this documented anywhere? This      23 assignment.</p> <p>24 A. No, there's no written assignment      25 agreement.</p>	Page 35
<p>1 charged back to Waterton Land Trust. I'm a mere      2 litigator. What does that mean in terms of      3 accounting?</p> <p>4 A. It means that Waterton Land Trust then was      5 charged back that amount by OLPC on the understanding      6 that OLPC would indemnify it. So it was charged back      7 and – was charged back –</p> <p>8 Q. Charged back. What does charged back      9 mean?</p> <p>10 MR. JORDAN: Let him finish his answer.</p> <p>11 A. It was charged back so that Waterton Land      12 Trust then owed that amount to, at that point, to      13 OLPC.</p> <p>14 Q. (By Ms. Vaughn) And when was it charged      15 back to Waterton Land Trust?</p> <p>16 A. Oh, I believe it was charged back – I      17 believe at the end of each year, at the beginning of      18 the next year, charged back.</p> <p>19 Q. Okay, and did Waterton Land Trust pay that      20 money back to OLPC?</p> <p>21 A. OLPC had a receivable from Waterton Land      22 Trust that was then assigned back to, I believe,      23 OLPCCIL. So it didn't – it no longer owed it to –      24 it no longer owed it to OLPC.</p> <p>25 Q. Now OLPCCIL owes it to OLPC?</p>	Page 34	<p>1 Q. Who are the individuals that would know      2 about this charged-back receivable assignment between      3 OLPC Waterton Land Trust and OLPCCIL?</p> <p>4 A. I know that because that's what I did on      5 behalf of OLPC.</p> <p>6 Q. Who are the other individuals that would      7 know about this?</p> <p>8 A. Well, Waterton Land Trust would know that      9 its payable to OLPC was assigned, and so it would      10 know.</p> <p>11 Q. Okay. And presumably OLPCCIL would know      12 as well; correct?</p> <p>13 A. Yes.</p> <p>14 Q. Would OLPCCIL have any documents      15 evidencing the debt that was paid down via this      16 method?</p> <p>17 A. As I said before, there's no written      18 assignment.</p> <p>19 Q. But presumably, all this would be      20 accounted for in accounting records; right?</p> <p>21 A. Well, it would end up at the bottom line,      22 that's right. There would be a bottom line at the      23 end of the day, who owes what to who.</p> <p>24 Q. And you're saying that this occurred at      25 the end of every year; correct?</p>	Page 36

<p>1 A. I believe it occurred periodically, that's      2 correct. I believe it happened periodically.      3 Q. Okay. And these invoices here in      4 Exhibit 1 date back to October of 2022; right?      5 A. Uh-huh (affirmative).      6 Q. So presumably that evidence would exist      7 back to October of 2022?      8 A. Yeah. The assignment, the assignment      9 would have been made at the end of '22 or at the      10 beginning of '23.      11 Q. Okay. We may have to come back to that.      12 I'm still wrapping my head around that concept. But      13 the proof that OLPC paid these invoices in the first      14 place would be OLPC's bank account; correct?      15 A. Well, the proof would be that I paid it.      16 So would there also be evidence in the bank account?      17 It may or may not show that, I don't recall.      18 Q. I mean, typically payments are documented;      19 correct?      20 A. I don't know that it would necessarily      21 show the recipient on an electronic payment. It may      22 or may not. I don't know that. I don't recall.      23 Q. I'm talking about the payment from OLPC to      24 Foley.      25 A. Yes. I don't know that it necessarily</p>	<p>Page 37</p>	<p>1 Mr. Olson, why does it say these documents were      2 produced by Hyrum Olson, the Waterton Land Trust,      3 Waterton Land Trust, Ltd and Joshua Olson?      4 A. Because they were named as defendants in      5 the lawsuit in Canada.      6 Q. And how did OLPC receive these invoices?      7 A. They were sent to my counsel.      8 Q. By whom?      9 A. By, I believe, the solicitors for Hyrum      10 Waterton Land Trust, Waterton Land Trust, Ltd and      11 Joshua.      12 Q. Do you know when your counsel received      13 them?      14 A. I believe it was in connection with the      15 expert report, which would have been sometime prior      16 to – sometime prior to the issuance of the expert      17 report.      18 Q. Okay. It looks like these invoices total      19 \$321,486.91. Do you see that?      20 A. Yes.      21 Q. Then in Mr. Hoffman's report – let's just      22 double check he's got the same amount. He does not.      23 He claims damages of \$237,450. Do you see that?      24 A. I see that.      25 Q. Do you know what the discrepancy is there?</p>	<p>Page 39</p>
<p>1 shows on an electronic payment. I don't recall that      2 right now.      3 Q. Do you know what account OLPC used to pay      4 this amount?      5 A. Yes. I believe it was with a Wells Fargo      6 account that OLPC had.      7 Q. Okay. We might come back to this. We're      8 going to switch gears and go to the next set of      9 invoices. Getting my Adobe again, one second. Do      10 you see this document, Mr. Olson?      11 A. I see it.      12 Q. Okay, and it's 55 pages long. There's a      13 summary of BLG invoices.      14 A. Can I read the first page, please. I saw      15 it, but I didn't read it.      16 Q. Yes.      17 A. Can you make it a little bigger for me?      18 Thank you.      19 Okay, I see it.      20 Q. Okay. So this is what we're going to mark      21 as Exhibit 2. This is Bates numbered OL Private      22 Counsel-Ephraim Olson 14885 to 14909.      23 (EXHIBIT 2 WAS IDENTIFIED.)      24 These are all invoices from Borden      25 Lardner &amp; Gervais. Looking at this first page,</p>	<p>Page 38</p>	<p>1 A. Can you go back to – let me just add this      2 up with my calculator here for a moment, please.      3 Yes, that's the difference between the      4 Canadian dollar and the U.S. dollar.      5 Q. Okay, great. Is OLPC responsible for      6 paying these fees?      7 A. Yes. It's agreed to indemnify those      8 parties for the fees.      9 Q. Why did OLPC agree to indemnify those      10 parties for the fees?      11 A. Because the lawsuit was based on documents      12 that were stolen by Ephraim.      13 Q. Okay. What – so these invoices, they all      14 say, in the subject line, "trust litigation." Do you      15 know what specific lawsuit they relate to?      16 A. They relate to a lawsuit filed in April,      17 filed in April of 2022, by Carolyn, Naomi and other      18 unnamed parties against multiple parties, including      19 Hyrum, Waterton Land Trust, Waterton Land Trust, Ltd      20 and Joshua.      21 Q. Okay. Was that Burton v. Bison      22 Conservation Ranch?      23 A. No.      24 Q. No? Okay. What's the name of the case?      25 A. Well, it's Carolyn Olson, Naomi Burton,</p>	<p>Page 40</p>

<p>1 some Jane Does and John Does, against these parties,      2 plus me, Bruce, Colette Williamson and I believe      3 other Jane and John Does.      4 Q. Okay. Do you know the case number?      5 A. No. It's a public record document in      6 Alberta, but I don't know the case number offhand.      7 No, I don't know that.      8 Q. Okay. Do you know anything else that      9 could assist somebody in finding this case?      10 A. Well, Ephraim testified that he thought he      11 was one of the John Does, so Ephraim probably could      12 find it. I'm sure he's had access to it since he      13 said he thought he was one of the John Does on there.      14 But the records are – they're public records in      15 Canada, so they're easy to find.      16 Q. Okay, and has OLPC produced any of the      17 documents from that lawsuit? Like the filings or the      18 pleadings.      19 A. Well, I'm not aware that they have been,      20 but I'm not aware that they haven't been. I don't      21 believe they have, but I'm not fully aware.      22 Q. You don't know?      23 A. I'm not aware they have, that's correct.      24 Q. Okay. So OLPC agreed to indemnify Hyrum      25 Olson; is that correct?</p>	<p>Page 41</p> <p>1 client of OLPC?      2 A. Yes.      3 Q. Is Joshua Olson a client of OLPC?      4 A. Yes. OLPC has done work for Joshua.      5 Q. In what sense?      6 A. Well, it's filed tax returns for him and      7 given him tax advice.      8 Q. Is Joshua Olson an employee of OLPC?      9 A. No.      10 Q. And does Joshua Olson have any sort of      11 corporate or trust or any relation to Waterton Land      12 Trust?      13 A. Well, as I said, all these lawsuits are      14 based on Waterton Land Trust and whatever involvement      15 he had and Hyrum had with it.      16 Q. And what involvement did Joshua Olson have      17 with Waterton Land Trust?      18 A. Well, the lawsuit alleges that he was      19 involved with it.      20 Q. And this agreement to indemnify, when was      21 it reached?      22 A. It was reached shortly after I was served      23 with the lawsuit and the Waterton Land Trust was      24 served. And I, at that point, entered into      25 discussions with the trustee of the Waterton Land</p>
<p>1 A. Hyrum – all the parties listed here.      2 Q. I want to break them down one by one.      3 OLPC agreed to indemnify Hyrum Olson; correct?      4 A. That is correct.      5 Q. Okay. Is Hyrum Olson a client of OLPC?      6 A. Yes, he is, because he's involved with the      7 Waterton Land Trust as a director and the Waterton      8 Land Trust, Limited.      9 Q. In this case, was he sued individually or      10 in his capacity related to Waterton Land Trust?      11 A. It was all mixed together. The lawsuit      12 is – in all capacities. But without the Waterton      13 Land Trust, he's not sued. It's involving the      14 Waterton Land Trust.      15 Q. Okay. Is Hyrum Olson an employee of OLPC?      16 A. No.      17 Q. Okay. The Waterton Land Trust, we've      18 talked about that already. That's a client of      19 OLPCCIL; correct?      20 A. And OLPC, yes.      21 Q. Okay. Waterton Land Trust, Ltd., what's      22 the difference between the trust and the corporate      23 entity?      24 A. One is a corporation and one's a trust.      25 Q. Okay. Is Waterton Land Trust, Ltd a</p>	<p>Page 42</p> <p>1 Trust in connection with the indemnification.      2 Q. And that's Hyrum Olson?      3 A. That's correct.      4 Q. Okay, and then you presumably also entered      5 into discussions with Joshua Olson?      6 A. He was advised that since it related to      7 the Waterton Land Trust, he would also be      8 indemnified.      9 Q. Okay, and that agreement was reached when      10 they were served. When did that happen?      11 MR. JORDAN: Well, I'm going to object.      12 Misstates the evidence. He said when he was served.      13 A. Yeah, I was served. I became aware of it      14 at that point, and then subsequently I was advised      15 that Hyrum and the Waterton Land Trust had also been      16 served – advised by Hyrum, and that they had engaged      17 counsel.      18 Q. (By Ms. Vaughn) Okay. When were you      19 served?      20 A. Somewhere in the spring, I believe, of      21 2003.      22 Q. 2003?      23 A. Uh-huh (affirmative).      24 MR. JORDAN: 2023, Mr. Olson?      25 THE WITNESS: Oh, sorry. 2023, sorry,</p>

<p>1 sorry. I got up quite early this morning, so sorry      2 if I'm a little slobby.</p> <p>3 Q. (By Ms. Vaughn) Spring of 2023?</p> <p>4 A. Yeah.</p> <p>5 Q. Correct?</p> <p>6 A. I believe spring or summer. It could have      7 been summer of '23, but sometime in '23.</p> <p>8 Q. Okay, and presumably –</p> <p>9 A. It was – actually, I believe it was      10 actually more than a year after. It was probably,      11 now that I think of it, it was probably – the      12 lawsuit was from April. I don't think I was served      13 until maybe as late as August or September, perhaps.      14 August, it was probably August when I was served, but      15 it was more than a year after the lawsuit had been      16 filed.</p> <p>17 Q. When was the lawsuit filed?</p> <p>18 A. April of 2022.</p> <p>19 Q. And you think you were served anywhere      20 from April 2023 to the summer of 2023?</p> <p>21 A. No, it was more than a year after, so it      22 would have been almost certainly the summer of 2023 I      23 was served.</p> <p>24 Q. Is there –</p> <p>25 A. Sorry?</p>	Page 45	<p>1 advised of any further invoices that have been      2 requested for indemnification yet.</p> <p>3 Q. How did they make the request for      4 indemnification?</p> <p>5 A. Well, the request – Hyrum made the      6 request to me, and I had – and then at that point I      7 was advised of the amount of the invoice and the      8 nature of the invoice. And then that's how it was      9 agreed to. So as the invoices were rendered, we      10 would be advised – not necessarily the date the      11 invoice was rendered, but advised that the amounts      12 had been rendered.</p> <p>13 Q. Okay, and who would advise OLPC about      14 that?</p> <p>15 A. About what? Sorry.</p> <p>16 Q. About the invoices for indemnification.</p> <p>17 You said as invoices were rendered, they would be      18 advised of the invoice.</p> <p>19 A. Yeah. We would be advised of how much      20 Waterton Land Trust had to pay, and then we would      21 agree to pay that, but not as each invoice came out.      22 It would be done, I believe, at the end of each – at      23 the end of each year we were advised of that, and we      24 acknowledged that we're liable for those invoices.</p> <p>25 Q. And who would advise OLPC as to the</p>	Page 47
<p>1 Q. Is there a document that would show when      2 you were served?</p> <p>3 A. Oh, I'm sure it would be on the public      4 court filings.</p> <p>5 Q. And presumably that document, that date,      6 would also set the date for when this indemnification      7 agreement was reached?</p> <p>8 A. Yes. It would be after I was served that      9 I confirmed that OLPC would be – would indemnify      10 Waterton Land Trust and Hyrum for the fees.</p> <p>11 Q. Okay, and is that indemnification      12 agreement written anywhere?</p> <p>13 A. No.</p> <p>14 Q. And what are the terms of that agreement?</p> <p>15 A. That OLPC will indemnify Waterton Land      16 Trust for its costs in connection with this lawsuit.</p> <p>17 Q. And was the agreement to indemnify for the      18 entire lawsuit or just a limited period of time?</p> <p>19 A. No, for the entire lawsuit.</p> <p>20 Q. Okay. So then looking at the summary      21 here, why do we only have invoices from September      22 of 2023 to March of '24?</p> <p>23 A. Those are all the invoices that have been      24 presented for indemnification so far. I understand      25 that there are ongoing matters, but I have not been</p>	Page 46	<p>1 invoices?</p> <p>2 A. As to the quantum of the invoices? Is      3 that your question?</p> <p>4 Q. As to the incurrence and the amount.</p> <p>5 Which individual relayed that information to you?</p> <p>6 A. Hyrum relayed that information to me.</p> <p>7 Q. How did Hyrum relay that information to      8 you?</p> <p>9 A. He would tell me orally as to that they      10 had incurred the amounts, these invoices. So he'd      11 tell me orally that they'd incurred amounts.</p> <p>12 Q. Okay. He never e-mailed you the invoices?</p> <p>13 A. No, no, other than these redacted      14 invoices.</p> <p>15 Q. And then you also said that you would be      16 advised as to the amount of the invoice and the      17 nature of the invoice. What do you mean by the      18 nature of the invoice?</p> <p>19 A. That it related to the lawsuit against      20 Waterton Land Trust, the one that I was familiar      21 with, the one with which I was served, the same      22 lawsuit.</p> <p>23 Q. Is it your understanding – is it OLPC's      24 understanding that all of these invoices relate to      25 that April 2022 lawsuit against Waterton Land Trust?</p>	Page 48

<p>1 If you'd like, I can send you them in the chat as 2 well and you can thumb through them, but they are 3 entirely redacted, so I'm not sure how helpful that 4 would be.</p> <p>5 MR. JORDAN: Do you have the question in 6 mind, Mr. Olson?</p> <p>7 THE WITNESS: Yes.</p> <p>8 A. The answer is yes.</p> <p>9 Q. (By Ms. Vaughn) Okay. So it's OLPC's 10 understanding that all of these invoices relate to 11 one lawsuit; correct?</p> <p>12 A. Yes. Yes.</p> <p>13 Q. How can we verify that?</p> <p>14 MR. JORDAN: Objection; calls for 15 speculation by the witness.</p> <p>16 A. How can I verify?</p> <p>17 Q. (By Ms. Vaughn) Yes.</p> <p>18 A. Well, perhaps you could send me – Hyrum 19 told me that was the case. And perhaps you could 20 send me those invoices, I'll take a look. It's in 21 the same matter.</p> <p>22 Q. I will do that.</p> <p>23 Okay, that should have come through on the 24 chat now.</p> <p>25 A. So I'm a party to that litigation myself</p>	Page 49	<p>1 references to other trusts are referred to, all 2 of which – other trust documents were stolen that 3 referred to the lawsuit.</p> <p>4 Q. Which documents?</p> <p>5 A. Trust deeds. Information from trust deeds 6 that were stolen are referred to in the pleadings, 7 the litigation.</p> <p>8 Q. Are they –</p> <p>9 A. Go ahead.</p> <p>10 Q. Are they referred to or are they used?</p> <p>11 MR. JORDAN: Objection; vague.</p> <p>12 A. The lawsuits are based upon information 13 from those trust deeds.</p> <p>14 Q. (By Ms. Vaughn) Okay, and I just want to 15 clarify. You just said the lawsuits, plural. But 16 we're just talking about one lawsuit; right?</p> <p>17 A. There were three lawsuits in Canada. This 18 was one of them.</p> <p>19 Q. Okay. I'm only asking about this one 20 lawsuit.</p> <p>21 A. Yes.</p> <p>22 Q. Which specific documents were used in this 23 one lawsuit?</p> <p>24 A. Several of the trust deeds, including 25 Waterton Land Trust, White Buffalo Trust, I believe</p>	Page 51
<p>1 in my personal capacity. I'm aware that there are 2 actions going on. Because of my – because I'm 3 personally a litigant, I was aware of actions that 4 involved Waterton Land Trust in that litigation. And 5 the file number is the same file number for all 6 matters, and so I'm aware that things are going on 7 during this time period in connection with that 8 lawsuit. I'm not aware that there's any other matter 9 with respect to which BLG is representing the 10 Waterton Land Trust.</p> <p>11 Q. Okay.</p> <p>12 A. Except for the lawsuit in Canada.</p> <p>13 Q. Okay. Did OLPC have a duty to indemnify 14 Hyrum Olson, the Waterton Land Trust, Joshua Olson?</p> <p>15 MR. JORDAN: Calls for a legal conclusion.</p> <p>16 You can give your understanding.</p> <p>17 A. OLPC believed it had an obligation to 18 indemnify them because the documents were stolen. 19 The documents on which this was based were stolen.</p> <p>20 Q. (By Ms. Vaughn) Okay, and tell me which 21 specific documents were used in this lawsuit.</p> <p>22 A. Referencing the lawsuit, it refers to 23 Waterton Land Trust, and in a previous – it refers 24 to Waterton Land Trust. A reference is made about 25 White Buffalo Trust and other – I think other</p>	Page 50	<p>1 Olson Estate Trust, and – those trusts, and there 2 may be others. The pleadings are quite extensive. 3 Also, I believe, referred to in – yeah, so they're 4 in the pleadings. They're quite extensive. Like I 5 said, it's all public record. They're all – these 6 various trust deeds are referred to, information on 7 the various trust deeds are referred to.</p> <p>8 Q. Okay. And are the trust deeds referred to 9 or are they utilized in the litigation? In other 10 words, are they attached to any pleadings?</p> <p>11 A. I believe so.</p> <p>12 Q. Who attached them to the pleadings?</p> <p>13 MR. JORDAN: Objection; calls for 14 speculation.</p> <p>15 A. Counsel for Carolyn and Naomi.</p> <p>16 Q. (By Ms. Vaughn) Which pleadings were they 17 attached to?</p> <p>18 A. To affidavits that were filed in 19 connection with this litigation.</p> <p>20 Q. Okay. How does OLPC link Carolyn and 21 Naomi – so it's Carolyn and Naomi who are plaintiffs 22 in this lawsuit?</p> <p>23 A. Yes.</p> <p>24 Q. How does OLPC link their access to those 25 documents to Ephraim Olson?</p>	Page 52

<p>1 A. Because they're the documents that were – 2 they're the documents that were stolen in the – by 3 Ephraim.</p> <p>4 Q. That was not my question. Does OLPC have 5 evidence that Ephraim Olson sent those documents to 6 Carolyn?</p> <p>7 A. Carolyn got copies of the documents from 8 Tim Akarapanich when Ephraim set up the call with Tim 9 to provide documents to Carolyn so that she could 10 have documents herself.</p> <p>11 Q. Does OLPC have evidence that Ephraim sent 12 these documents to Naomi?</p> <p>13 A. Well, Naomi's counsel and Carolyn's 14 counsel, who are the same person, has those 15 documents, so they got them somehow.</p> <p>16 Q. So OLPC has no evidence that they got them 17 from Ephraim; correct?</p> <p>18 MR. JORDAN: Objection; inconsistent with 19 the witness' testimony.</p> <p>20 A. Ephraim arranged – Ephraim arranged for 21 the theft of the documents, and Carolyn had those 22 documents because she downloaded them, and those 23 documents were used in connection with the lawsuit.</p> <p>24 Q. (By Ms. Vaughn) And again, my question 25 was: Does OLPC have any evidence that Ephraim sent</p>	Page 53	<p>1 MR. JORDAN: Objection. Who's "we" in 2 your question?</p> <p>3 MS. VAUGHN: The collective.</p> <p>4 Q. (By Ms. Vaughn) How can anyone tell that 5 the work done by BLG relates to those documents?</p> <p>6 A. The lawsuit is based on those documents, 7 so all that relates to the documents.</p> <p>8 Q. Okay, but do these invoices reference the 9 lawsuit?</p> <p>10 A. How do you mean, "reference"? It says 11 "trust litigation, Waterton Land Trust and Hyrum."</p> <p>12 Q. Right. Do they say anywhere that this 13 work done relates to the lawsuit that you told us is 14 related to the April 2022 lawsuit?</p> <p>15 A. I'm advised that it does relate to that 16 lawsuit, exclusively to that lawsuit.</p> <p>17 Q. And who advised you of that?</p> <p>18 A. Hyrum advised me of that.</p> <p>19 Q. Hyrum?</p> <p>20 A. Hyrum advised me that this relates – and 21 I'm aware because I'm a litigant in here – that BLG 22 was involved, because I've got my own counsel 23 involved, and I'm aware that BLG was highly involved 24 representing the trust in connection with this 25 lawsuit.</p>	Page 55
<p>1 these documents to Naomi?</p> <p>2 A. No, we do not see an e-mail from Ephraim 3 to Naomi, if that's your question.</p> <p>4 Q. Let me back up. What is this lawsuit 5 about? What's going on in it?</p> <p>6 A. Well, the allegations are that all these 7 trust deeds, all these trusts from which we're 8 talking about here that relate to the stolen 9 documents, are part of some grand conspiracy on the 10 part of the trustees, the settlors, myself, to 11 somehow deny Carolyn, Naomi and other persons rights 12 to assets that they would have otherwise been 13 entitled to.</p> <p>14 Q. And is it OLPC's position that this 15 lawsuit would not have been filed but for Ephraim's 16 access, allegedly accessing those documents?</p> <p>17 A. Yes.</p> <p>18 Q. What do you base that on?</p> <p>19 A. The fact that the documents were used in 20 the litigation. The litigation is based on those 21 documents, based on information in those documents.</p> <p>22 Q. How could we tell that the work done – 23 let me share my screen again – by the BLG relates to 24 the documents?</p> <p>25 A. They relate?</p>	Page 54	<p>1 Q. So is it just your word that we have to 2 link these invoices to that lawsuit?</p> <p>3 A. Well, I'm aware of it.</p> <p>4 MR. JORDAN: Objection; inconsistent with 5 the witness' testimony.</p> <p>6 THE WITNESS: I'm aware of it, and on the 7 face of the document Hyrum has indicated this relates 8 solely to that, and I'm aware that there were things 9 going on at that time related to that lawsuit.</p> <p>10 Q. (By Ms. Vaughn) What was going on in this 11 time frame related to that lawsuit?</p> <p>12 A. Well, there was questions about – let's 13 see. This was in August of '23. I believe that at 14 or about this time, there were hearings set for 15 questions on service, whether the service was good 16 service or not.</p> <p>17 Q. Have these invoices been paid?</p> <p>18 A. Yes.</p> <p>19 Q. Who were they paid by?</p> <p>20 A. Waterton Land Trust has paid these 21 invoices.</p> <p>22 Q. And what's the proof of that?</p> <p>23 A. Well, because they show they've been paid, 24 and Hyrum has advised that Waterton Land Trust has 25 been responsible for these accounts.</p>	Page 56

<p>1 Q. So has OLPC incurred any debts as a result 2 of this?</p> <p>3 A. OLPC has agreed to indemnify Waterton Land 4 Trust and Hyrum for the cost of these invoices.</p> <p>5 Q. That agreement's not written; correct?</p> <p>6 A. That is correct.</p> <p>7 Q. And OLPC has not yet paid Waterton Land 8 Trust back; correct?</p> <p>9 A. No, it hasn't.</p> <p>10 Q. And OLPC reached this agreement sometime 11 in 2023; correct?</p> <p>12 A. Yes. Shortly – it was soon after my 13 counsel contacted me about service that those 14 discussions were had.</p> <p>15 Q. And the documents that were used in this 16 case, you've identified a few specifics. Waterton 17 Land Trust, White Buffalo Trust, I think you said 18 maybe the Olson Estate Trust, and there might be 19 others; correct?</p> <p>20 A. Yes, Thomas – I believe Thomas H. Olson 21 Trust is also referred to in there.</p> <p>22 Q. And it's OLPC's position that Carolyn 23 Olson received these documents from Tim A; correct?</p> <p>24 A. Yes.</p> <p>25 Q. What about the box of documents? Were</p>	Page 57	<p>1 Mountain Buffalo Ranch, but I believe she testified 2 she didn't go through the documents that appeared to 3 belong to the law firm.</p> <p>4 Q. Do you have –</p> <p>5 A. But that will be – that's in her 6 testimony, I mean, so if you want to pull up her 7 transcript, we can review that, but that's my 8 recollection.</p> <p>9 Q. Do you have an understanding – or let me 10 back up. How can OLPC state that Carolyn got these 11 documents from Tim A rather than from the box?</p> <p>12 A. Well, Carolyn asked Tim for them because 13 she didn't have them. That's why she asked him to 14 produce all the documents. So obviously when she 15 stole the documents, she didn't have the documents.</p> <p>16 Q. And she asked Tim A for them herself; 17 correct?</p> <p>18 A. Well, Ephraim did, and then he passed it 19 on to Carolyn to take the rest of them, the rest of 20 the documents.</p> <p>21 Q. And how does OLPC know that?</p> <p>22 A. Because of the chats between Tim and 23 Carolyn and Ephraim.</p> <p>24 Q. So it's just limited to the chats. You're 25 inferring things beyond the chats; correct?</p>	Page 59
<p>1 these documents in the box of documents?</p> <p>2 A. I don't believe so.</p> <p>3 Q. Okay.</p> <p>4 A. I don't think there were any printed 5 copies of those, to my recollection, in the box of 6 documents.</p> <p>7 Q. Are you familiar with a disk that was in 8 the box of documents that had these documents on it?</p> <p>9 A. I am aware that there is a disk.</p> <p>10 MR. JORDAN: Objection. Wait. Assumes 11 facts not in evidence.</p> <p>12 THE WITNESS: I understand that there may 13 have been a disk that may have had some or all of 14 these documents on there. I don't know.</p> <p>15 Q. (By Ms. Vaughn) And is it your 16 understanding that the box of documents was in 17 Carolyn Olson's home?</p> <p>18 A. Well, in our matrimonial home, yes, that's 19 what I understand.</p> <p>20 Q. And is it also your understanding that her 21 lawyer has testified – Patricia Cundick, her divorce 22 lawyer – has testified that she went through the box 23 of documents and pulled documents out of it?</p> <p>24 A. I'm aware that she testified that she 25 found the CRA document that referred to me and Moose</p>	Page 58	<p>1 A. Sorry?</p> <p>2 Q. We're talking past each other. Can OLPC 3 state definitively that Carolyn Olson did not receive 4 these documents from the box of documents?</p> <p>5 A. Referring to the trust deed; is that 6 correct?</p> <p>7 Q. Yes, the ones used in this litigation in 8 the invoices from BLG. I'm limiting it solely to 9 that.</p> <p>10 A. Yes, I can.</p> <p>11 Q. How?</p> <p>12 A. Because when Carolyn got the documents 13 from Tim, she downloaded them and sent them to 14 Patricia Cundick.</p> <p>15 Q. Okay. Is that it?</p> <p>16 A. Yeah, I believe that's primarily it. I 17 think that's right. That's right, she did do that.</p> <p>18 So that was the documents that Patricia had that 19 ended up with counsel in Canada, were the documents 20 that Carolyn sent to Patricia Cundick.</p> <p>21 Q. When does OLPC plan to pay Waterton Land 22 Trust back for this amount?</p> <p>23 A. It will pay it back when these matters are 24 resolved.</p> <p>25 Q. At some unknown point in the future?</p>	Page 60

<p>1 A. Yeah, at some point in the future.</p> <p>2 Q. Let's look at Exhibit 3. Well, actually</p> <p>3 let's back up. Yeah, okay.</p> <p>4 (EXHIBIT 3 WAS IDENTIFIED.)</p> <p>5 This is OLPC's Second Supplemental</p> <p>6 Response to Interrogatory 13. Do you see this?</p> <p>7 A. I do.</p> <p>8 Q. And am I correct that that is your</p> <p>9 signature there?</p> <p>10 A. Yes.</p> <p>11 Q. And this was signed on May 22nd, 2024?</p> <p>12 A. Yes.</p> <p>13 Q. So interrogatory 13 specifically asked</p> <p>14 OLPC to name its clients that the documents – the</p> <p>15 converted or the stolen documents were allegedly used</p> <p>16 against. Do you see that?</p> <p>17 A. Yes, I see that.</p> <p>18 Q. And then it also asks for the title and</p> <p>19 jurisdiction of the legal action. Do you see that?</p> <p>20 A. I see that.</p> <p>21 Q. Okay. Let's look at OLPC's response. We</p> <p>22 have the various documents. Then the response for</p> <p>23 the clients is right here. Are Hyrum Olson or Joshua</p> <p>24 Olson listed there?</p> <p>25 A. No.</p>	<p>Page 61</p> <p>1 Q. And tell me where in paragraph 3 the</p> <p>2 lawsuit for the BLG invoices is identified.</p> <p>3 A. The lawsuit is a continuation of that</p> <p>4 initial case number.</p> <p>5 Q. Which one?</p> <p>6 A. The Mareva injunction. The lawsuit is</p> <p>7 basically the same case that was filed in that Mareva</p> <p>8 injunction.</p> <p>9 Q. Is it the same case or is it basically the</p> <p>10 same case?</p> <p>11 A. Well, it's refiled, but it's the same</p> <p>12 details as contained in the – it's basically the</p> <p>13 same case as the injunction.</p> <p>14 Q. It's a separate legal action; correct?</p> <p>15 A. It's a separate legal action.</p> <p>16 Q. Okay.</p> <p>17 A. But it's the same case.</p> <p>18 Q. And it's not identified? Is it identified</p> <p>19 here?</p> <p>20 A. I don't see it on this list here, no.</p> <p>21 Q. Okay. Just to make sure it wasn't</p> <p>22 supplemented, this matter right here.</p> <p>23 MR. JORDAN: Is there a question?</p> <p>24 MS. VAUGHN: Yeah.</p> <p>25 Q. (By Ms. Vaughn) I'm wondering if this is</p>
<p>1 Q. Okay. Is Waterton Land Trust, Ltd listed</p> <p>2 there?</p> <p>3 A. No.</p> <p>4 Q. So are they not clients of OLPC?</p> <p>5 MR. JORDAN: Objection; misstates the</p> <p>6 document, misstates the testimony, asked and</p> <p>7 answered.</p> <p>8 THE WITNESS: Do I answer this question?</p> <p>9 MR. JORDAN: If you can.</p> <p>10 A. This, the Waterton Land Trust, includes</p> <p>11 trustees of the Waterton Land Trust, so Hyrum being</p> <p>12 sued is included in there. The costs relate to the</p> <p>13 lawsuit against the Waterton Land Trust.</p> <p>14 Q. (By Ms. Vaughn) Is Joshua Olson a trustee</p> <p>15 of the Waterton Land Trust?</p> <p>16 A. No, but it alleges he was involved with</p> <p>17 the Waterton Land Trust.</p> <p>18 Q. The lawsuit alleges that?</p> <p>19 A. Yes. It talks about a conspiracy and that</p> <p>20 it somehow involves Joshua as part of the Waterton</p> <p>21 Land Trust, as being involved with the Waterton Land</p> <p>22 Trust.</p> <p>23 Q. Okay.</p> <p>24 A. And the other trusts. He is the trustee</p> <p>25 of the Thomas H. Olson Trust, Joshua is.</p>	<p>Page 62</p> <p>1 the matter – I'm just going through the supplements.</p> <p>2 I want to make sure we make sure we're being fair.</p> <p>3 A. Can I look at the document, please. Can</p> <p>4 you upload that for me to look at, please.</p> <p>5 Q. Yes.</p> <p>6 MR. JORDAN: Mr. Olson, the question</p> <p>7 pending is: In the first supplemental response to</p> <p>8 this interrogatory, is the Alberta case that you</p> <p>9 previously described identified?</p> <p>10 A. I'm just trying to go through here to see.</p> <p>11 Yes. I believe it's the case referred to</p> <p>12 on the second – the supplemental response to</p> <p>13 number 13, case number 2201-04486.</p> <p>14 Q. (By Ms. Vaughn) Olson v. Olson?</p> <p>15 A. Yes.</p> <p>16 MR. JORDAN: Sarah, we've been going a</p> <p>17 couple hours now. Can we take a brief restroom</p> <p>18 break?</p> <p>19 MS. VAUGHN: Sure, and I will say this is</p> <p>20 taking a lot longer than I expected because of the</p> <p>21 response time, so we will be going past 5:30. We</p> <p>22 might be done at 6:00, if that's agreeable, then.</p> <p>23 We're off the record.</p> <p>24 (Recess 4:57 to 5:03.)</p> <p>25 MS. VAUGHN: I think I was ready to switch</p>

<p>1 gears. I'm going to look at the last set of      2 invoices. I think this will be Exhibit 5. This is      3 Bates numbered OL Private Counsel-Ephraim Olson 12651      4 to 12656. Oh, this was not what I want. Yeah, this      5 is Exhibit 4.</p> <p>6 (EXHIBIT 4 WAS IDENTIFIED.)      7 So Exhibit 4 will be OL Private      8 Counsel-Ephraim Olson 14849 to 14854, and these are      9 the Peacock Linder Halt &amp; Mack invoices. Mr. Olson,      10 do you see these?</p> <p>11 A. Yes.      12 Q. Why does it say these documents were      13 produced by Thomas Olson?      14 A. Because the invoice was charged to me.      15 Q. Okay. And how did OLPC obtain these      16 documents?      17 A. My counsel provided them to Foley.      18 Q. Who is your counsel?      19 A. Peter Linder.      20 Q. Okay, and did they provide it to Foley?      21 A. Foley and the expert, yes.      22 Q. Is OLPC responsible for paying these fees?      23 A. Yes.      24 Q. Why?      25 A. Because this was in connection with the</p>	Page 65	<p>1 because I was involved, since I was served with the      2 Mareva injunction.      3 Q. And where does OLPC's knowledge come from?      4 A. OLPC's knowledge about what?      5 Q. Of these invoices related to the trust      6 rather than you individually.      7 A. That's not what I said. I said they were      8 related to me and they relate to the trusts. We were      9 all – several parties were subject to the Mareva      10 injunction. Related to all of us.      11 Q. Let me ask it a different way. Did      12 Peacock Winder Halt &amp; Mack represent just you or you      13 and the trusts?      14 A. I guess that's a legal question. They      15 clearly represented me, and clearly the injunction      16 was set aside for all parties. So when the      17 injunction was set aside for me, it was set aside for      18 them, too. So whether that meant that he was – I      19 don't know the answer. That's a legal question. I      20 don't know the answer to that.      21 Q. Is there a document that could tell us      22 that answer?      23 A. I think it's a question of law as to      24 whether, by representing me, they also represented      25 the trust. But the trust got the same benefit I did</p>
<p>1 Mareva injunction, which deigned an injunction      2 against the Waterton Land Trust, the Olson Estate      3 Trust, White Buffalo Trust and me personally.      4 Q. But why is OLPC responsible for payment of      5 these fees?      6 A. Because they're based on confidential      7 documents and information stolen by Ephraim and      8 Carolyn.      9 Q. And does OLPC have a legal obligation to      10 reimburse Thomas Olson for this?      11 MR. JORDAN: Objection; calls for a legal      12 conclusion.      13 A. It's not just Thomas Olson. The trusts      14 were enjoined in this, so the trusts – the trusts      15 were attacked using the documents that were stolen,      16 as well as Tom.      17 Q. (By Ms. Vaughn) Okay, but these invoices,      18 are they to Thomas Olson or to the trust?      19 A. The invoices were sent to me, but the work      20 that was done was – or the injunction that was set      21 aside, obtained and set aside, related to me and the      22 trusts.      23 Q. And what's the proof that the work done in      24 these invoices relates to you and the trust?      25 A. I'm aware of the work that was done</p>	Page 66	<p>1 from this. The injunction was set aside.      2 Q. So you don't think it would be in the      3 engagement agreement?      4 A. No.      5 Q. So what is OLPC's responsibility to      6 reimburse you for your legal fees?      7 A. Based on the actions against all parties,      8 all parties were clients of OLPC, and the documents      9 were stolen by a former employee of OLPC.      10 Q. Are you a client of OLPC?      11 A. I am.      12 Q. Does OLPC have any agreement with you to      13 reimburse you for these legal fees?      14 A. Yes, it's supposed to reimburse me for the      15 legal fees.      16 Q. Is that written down somewhere?      17 A. No.      18 Q. Okay. Who negotiated that agreement      19 between OLPC and you to pay you back for your legal      20 fees?      21 A. That was me.      22 Q. You and yourself?      23 A. OLPC. I'm the manager of OLPC, and so I      24 also represent myself, as well as the Waterton Land      25 Trust and the Olson Estate Trust.</p>

<p>1 Q. But you don't know if these invoices 2 relate to Waterton Land Trust and the Olson Estate 3 Trust?</p> <p>4 A. They do. The invoices to get the 5 injunction set aside affected all the parties, me, 6 Waterton Land Trust.</p> <p>7 Q. But did Peacock Linder Halt &amp; Mack perform 8 work for just you or also the trust?</p> <p>9 A. Peacock Linder &amp; Halt got the injunction 10 set aside, which affected all the parties, including 11 me.</p> <p>12 Q. Okay. Who would know the answer to this 13 question about who Peacock Linder Halt &amp; Mack 14 represented?</p> <p>15 A. Well, I think –</p> <p>16 MR. JORDAN: Objection; asked and 17 answered.</p> <p>18 THE WITNESS: – it's a legal question, 19 whether having to set – that's a legal question.</p> <p>20 Q. (By Ms. Vaughn) How is it a legal 21 question; do you know?</p> <p>22 A. Well, it's a professional ethics question. 23 When Peter Linder represented me and had the 24 injunction lifted, was he also, as a matter of law, 25 representing the other parties who were listed on the</p>	Page 69	<p>1 Q. (By Ms. Vaughn) Okay. And is OLPC's 2 obligation to pay for these an agreement with you or 3 an agreement with the trusts?</p> <p>4 A. I advised the trustees that I would pick 5 up the costs for the injunction, to set aside the 6 injunction.</p> <p>7 Q. And you as an individual or you as a –</p> <p>8 A. No, no. I, as a lawyer, agreed that it 9 would be – that the responsibility fell on me, as a 10 lawyer, to be responsible for the efforts to set 11 aside the injunction.</p> <p>12 Q. Okay. So you represented yourself as a 13 lawyer and advised yourself that OLPC should pay for 14 these – let me back up. You are here as a 15 representative for OLPC; correct?</p> <p>16 MR. JORDAN: Well, are you withdrawing 17 your last question?</p> <p>18 MS. VAUGHN: Yeah. I didn't finish it.</p> <p>19 MR. JORDAN: Okay. It's hard to tell 20 sometimes.</p> <p>21 A. Yes, I'm here on behalf of OLPC.</p> <p>22 Q. (By Ms. Vaughn) Okay. And you're also an 23 individual; correct?</p> <p>24 A. I'm also an individual, yes.</p> <p>25 Q. And you're also a lawyer; right?</p>	Page 71
<p>1 injunction?</p> <p>2 Q. Are you a trustee of the other parties 3 listed on the injunction?</p> <p>4 A. No.</p> <p>5 Q. Then why would Peter Linder's 6 representation of you infer representation of other 7 entities or a trust document?</p> <p>8 MR. JORDAN: Objection; argumentative.</p> <p>9 Sarah, he's told you it's a legal question. Why are 10 you asking him again and again?</p> <p>11 MS. VAUGHN: Because someone has to know 12 this answer. It's not a legal question, 13 respectfully.</p> <p>14 MR. JORDAN: Well, it is – in his mind, 15 it's a legal question.</p> <p>16 MS. VAUGHN: Okay. Let me ask a different 17 question, then, David.</p> <p>18 Q. (By Ms. Vaughn) Mr. Olson, would Peter 19 Linder know the answer as to whether or not he 20 represented just you or you and also the entities?</p> <p>21 MR. JORDAN: Objection; calls for 22 speculation as to what Peter Linder would know.</p> <p>23 A. Again, it's an ethics question, whether he 24 was representing them or not, certainly. So he was 25 representing me for sure.</p>	Page 70	<p>1 A. Yes.</p> <p>2 Q. Okay. You advised, as a lawyer, the trust 3 entities that you, as a lawyer, should pick up the 4 fees for setting aside the Mareva injunction; 5 correct?</p> <p>6 MR. JORDAN: Objection; misstates the 7 testimony. Maybe you could ask him as a lawyer for 8 whom, and I think you'd get to the bottom of what 9 you're looking for.</p> <p>10 MS. VAUGHN: I'm going to let the question 11 stand.</p> <p>12 MR. JORDAN: Okay, go ahead.</p> <p>13 A. I'm a lawyer. I'm a lawyer that is the 14 manager of OLPC. I advised the trusts that the fees 15 would be taken care of; that they did not have to 16 deal with the fees; that I would deal with the fees. 17 And then I have an arrangement with OLPC that it 18 would indemnify the cost of those fees. So that's 19 the answer.</p> <p>20 MS. VAUGHN: Okay. Can you read that 21 answer back.</p> <p>22 (The previous answer was read back.)</p> <p>23 Q. (By Ms. Vaughn) So you, as a lawyer, or 24 you, as a manager for OLPC, advised the trust that?</p> <p>25 A. Well, in both capacities.</p>	Page 72

1 Q. Okay. 2 A. That I would – in both capacities. 3 Q. Okay, and you advised them that you, as a 4 lawyer and manager of OLPC, would pick up the fees? 5 A. Yes. 6 Q. Is that correct? 7 A. Yes. 8 Q. And did OLPC, other than your agreement to 9 indemnify, have an obligation to indemnify the trust 10 for the Mareva injunction action? 11 MR. JORDAN: Objection; calls for a legal 12 conclusion. 13 A. Could you repeat the question, please, 14 Sarah. 15 Q. (By Ms. Vaughn) Other than your agreement 16 with the trust to indemnify them, was there an 17 otherwise standing obligation for OLPC to indemnify 18 the trusts? 19 MR. JORDAN: Objection, and you changed 20 the question as well. 21 A. No, at that point that was – when I gave 22 my word that they would be taken care of, that was 23 the agreement. That was the indemnification. 24 Q. (By Ms. Vaughn) And is that an agreement 25 that you voluntarily entered into?	Page 73	1 addressed to you in Calgary, Alberta. Do you see 2 that? 3 A. Uh-huh (affirmative). 4 Q. Why are they addressed to you in Alberta? 5 MR. JORDAN: Objection; calls for 6 speculation. 7 A. My guess is that's probably what was on 8 the file from many, many years ago. 9 Q. (By Ms. Vaughn) And what are the terms of 10 the indemnification you reached with yourself and the 11 trusts? 12 A. That OLPC would indemnify for all the 13 costs related to the lawsuit underlying the Mareva 14 injunction and setting aside the Mareva injunction. 15 Q. Okay. And which confidential documents 16 were used in the Mareva injunction matter? 17 A. White Buffalo Trust Deed, the Waterton 18 Land Trust Deed, the Olson Estate Trust Deed, the CRA 19 documents, confidential documents that talked about 20 me. Those are some that were used. 21 Q. Which other documents were used? 22 A. Well, I'd have to go back and look at 23 Carolyn's affidavit. There may have been other 24 documents, but those ones for sure. 25 Q. And were they all attachments to the	Page 75
1 MR. JORDAN: Objection; vague. 2 A. Yes. 3 Q. (By Ms. Vaughn) Okay. And again, we 4 don't know, to my understanding, you don't know if 5 these invoices relate to fees just for you or fees 6 for the trust? 7 A. The fees relate to the setting aside of 8 the injunction. 9 Q. Okay. And is Peter Linder the only one 10 who would know who he was representing in these 11 invoices? 12 MR. JORDAN: Objection; calls for 13 speculation. 14 A. That's a question of ethics. He took 15 instructions from me. I did not represent, on this 16 matter, did not personally represent the trusts. He 17 took instructions from me. They were beneficiaries 18 of the legal work that was done. I don't know 19 whether that means they were technically clients of 20 his or whether the fact they were just – I don't 21 know, as a matter of law, whether they were treated 22 as clients. I think that's an ethics question in 23 Canada. It's not a question the answer of which I 24 know. 25 Q. (By Ms. Vaughn) Okay, and these are	Page 74	1 affidavit? 2 A. At this point I don't recall if they were 3 attachments to the affidavit. They may have been. 4 But certainly, from the transcript, with counsel, 5 they were referred to. They were referred to in 6 getting the ex parte application in the first 7 instance, the terms of the trust deeds, Waterton Land 8 Trust and Olson Estate Trust. 9 Q. Which transcript with counsel are you 10 referring to? 11 A. This was – these are the transcript of 12 the hearing, the ex parte hearing that was held. 13 They referred to the terms of the trust deeds. 14 Q. And has that transcript been produced in 15 this case? 16 A. Not to my knowledge. 17 Q. So how do you know that these documents 18 were referred to in the transcript? 19 A. Well, I listened to the transcript, and – 20 I listened to the transcript and I saw the affidavit 21 that Carolyn filed in connection with the Mareva 22 injunction. 23 Q. If the trust documents themselves are not 24 attached to the affidavit, how do you know that she 25 used those trust documents in drafting the affidavit?	Page 76

<p>1 A. Because the information had to come from 2 the documents that she had. Let me just think. I'm 3 not sure if they were attached or not attached. I 4 don't recall right now if those trust deeds were 5 attached or provided to the Court for the ex-parte 6 application. They were referred to, and her 7 affidavit clearly refers to information in those 8 affidavits.</p> <p>9 Q. The injunction itself -- let's see. We'll 10 mark Exhibit 5 now.</p> <p>11 (EXHIBIT 5 WAS IDENTIFIED.)</p> <p>12 It says that it is entered based "upon 13 the ex-parte application of the Plaintiff, the 14 statement of claim... the affidavit... the brief 15 filed in support and hearing the submissions of 16 counsel." Do you see all that?</p> <p>17 A. I do.</p> <p>18 Q. So how do you know, or does OLPC know, 19 that this injunction was issued solely because of 20 Carolyn's access to those documents rather than 21 everything else in those documents?</p> <p>22 A. Could you repeat the question, please.</p> <p>23 Q. Yeah. Is there a way for us to tell that 24 without Carolyn Olson's access to the trust 25 documents, the Mareva injunction would not have</p>	Page 77	<p>1 A. I don't believe it has. 2 Q. So how am I supposed to know that? 3 A. Because I attended the cross-examination. 4 Q. Which stolen documents were used in the 5 ex-parte application?</p> <p>6 MR. JORDAN: Objection; asked and 7 answered. That's the very question you asked ten 8 minutes ago, Sarah.</p> <p>9 MS. VAUGHN: Great. I'd love to hear the 10 answer again, then.</p> <p>11 A. Okay, well -- to read it back, I'll tell 12 you what it was. The Waterton Land Trust, the trust 13 deed, the Olson Estate Trust trust deed, the White 14 Buffalo Trust trust deed, the CRA documents 15 pertaining to the Moose Buffalo Ranch as they refer 16 to me at an audit level. Those documents were used.</p> <p>17 Q. (By Ms. Vaughn) And were those documents 18 also used in the statement of claim?</p> <p>19 A. They were used for both.</p> <p>20 Q. Okay, and the affidavit of Carolyn Olson?</p> <p>21 A. Yes.</p> <p>22 Q. And the briefing filed in support of the 23 application?</p> <p>24 A. Yes.</p> <p>25 Q. Okay, and the submissions of counsel?</p>	Page 79
<p>1 issued?</p> <p>2 A. Yes, I believe that's the case.</p> <p>3 Q. How do you know that?</p> <p>4 A. Because in making the attempt to make the 5 application ex-parte, the argument was made that the 6 admissions of the trust deeds allow the trust to be 7 moved offshore, and therefore it's necessary to do it 8 ex-parte, without the benefit of cross-examination of 9 Carolyn on her affidavit, because if I had knowledge 10 of it as protector, I could conspire to have the 11 trusts immediately moved offshore outside the 12 jurisdiction of the Court.</p> <p>13 Q. That was the basis?</p> <p>14 A. That was the -- because the trust deed 15 permits that, and that was referred to by the judge, 16 that the trust could be taken out of his 17 jurisdiction.</p> <p>18 Q. And it's your belief that Carolyn Olson 19 had no other way to know that the trust deed said 20 that, other than getting them from Tim A?</p> <p>21 A. She admitted that, I believe, on her 22 cross-examination, that she knew that because of the 23 documents she stole.</p> <p>24 Q. Okay, and has that cross-examination been 25 produced in this case?</p>	Page 78	<p>1 A. Yes.</p> <p>2 Q. Okay. And have all of those documents 3 been produced in this case?</p> <p>4 A. No.</p> <p>5 Q. Why not?</p> <p>6 MR. JORDAN: Objection; calls for 7 speculation.</p> <p>8 A. If they haven't, I don't know if we're 9 authorized or able to produce those documents.</p> <p>10 Q. (By Ms. Vaughn) Why wouldn't they be --</p> <p>11 A. Maybe at all.</p> <p>12 Q. Why wouldn't you be able to produce them?</p> <p>13 MR. JORDAN: Objection; calls for a legal 14 conclusion.</p> <p>15 Mr. Olson, I instruct you not to reveal 16 any privileged information based upon any privileged 17 conversations with counsel.</p> <p>18 A. It's privileged information, then, based 19 on my discussions with counsel.</p> <p>20 Q. (By Ms. Vaughn) Okay, but --</p> <p>21 MR. JORDAN: That's certainly something 22 you can discuss with Monica if you'd like to.</p> <p>23 Mr. Olson doesn't make decisions about what gets 24 produced and what doesn't get produced.</p> <p>25 MS. VAUGHN: Great. That's a great</p>	Page 80

<p>1 clarification. Thank you, David.</p> <p>2 Q. (By Ms. Vaughn) The affidavit has been</p> <p>3 produced, though; right, Mr. Olson?</p> <p>4 A. I don't know if the affidavit has or</p> <p>5 hasn't. I don't recall. It may have been.</p> <p>6 Q. Okay.</p> <p>7 A. But I'm aware of the affidavit because I</p> <p>8 read it myself and I was there for the cross.</p> <p>9 Q. You're aware – we talked about this</p> <p>10 earlier – that Ms. Cundick testified that she found</p> <p>11 some of the documents – I think at least the CRA</p> <p>12 document – herself in the box of documents; correct?</p> <p>13 A. I'm aware that she said she found it in</p> <p>14 the box.</p> <p>15 Q. Okay, and are you aware that she testified</p> <p>16 that she was the individual that sent it to Dentons?</p> <p>17 A. I don't recall that. That may be.</p> <p>18 Q. So is OLPC seeking damages relating – let</p> <p>19 me back up. Is OLPC seeking damages for that CRA</p> <p>20 document from Ephraim?</p> <p>21 A. Well, it's all part of one parcel, so the</p> <p>22 Mareva injunction was based on several things.</p> <p>23 That's just one of several things.</p> <p>24 Q. So is the answer yes?</p> <p>25 A. Yes, it is. It is.</p>	<p style="text-align: center;">Page 81</p> <p>1 finished?</p> <p>2 A. No. The lawsuit against me is ongoing.</p> <p>3 Q. That's a separate lawsuit, though; right?</p> <p>4 A. It arises out of the same stolen</p> <p>5 documents.</p> <p>6 Q. So is the Mareva injunction finished?</p> <p>7 A. The Mareva injunction, this aspect is</p> <p>8 finished, yes.</p> <p>9 Q. And just looking at Exhibit 3, the</p> <p>10 response to written discovery, that's this case;</p> <p>11 correct? Olson v. Olson, 2001-14224.</p> <p>12 A. Yes, I believe that's correct.</p> <p>13 Q. Okay, and is that lawsuit closed?</p> <p>14 A. Yes.</p> <p>15 Q. And is there proof, Mr. Olson, documented</p> <p>16 proof that you individually paid for the fees</p> <p>17 incurred in Exhibit 4?</p> <p>18 A. I incurred – yes, I believe there would</p> <p>19 be some record showing that it was charged against my</p> <p>20 account.</p> <p>21 Q. Okay, and then would there be some record</p> <p>22 of the chargeback between you and OLPC?</p> <p>23 A. I don't know what that record would be</p> <p>24 offhand.</p> <p>25 Q. Do you remember when you, as an</p>
<p>1 Q. But Ephraim's not responsible for sending</p> <p>2 that document; right?</p> <p>3 A. Responsible? I don't know if he had</p> <p>4 discussions with Cundick about it or not.</p> <p>5 Q. You just don't know?</p> <p>6 A. No, I wasn't there for any discussions</p> <p>7 that he may or may not have had with Carolyn's</p> <p>8 counselor, Patricia Cundick.</p> <p>9 Q. Have these invoices in Exhibit 4 been</p> <p>10 paid?</p> <p>11 A. Yes.</p> <p>12 Q. Who were they paid for by?</p> <p>13 A. They were paid by – I paid for them at</p> <p>14 the outset.</p> <p>15 Q. You as an individual?</p> <p>16 A. I believe that I was charged the amount</p> <p>17 originally and then charged it back to OLPC. So I</p> <p>18 believe it was the funds were charged to my account,</p> <p>19 and then OLPC said it would indemnify me from that.</p> <p>20 Q. And has OLPC paid that amount to you?</p> <p>21 A. No.</p> <p>22 Q. When is it going to do that?</p> <p>23 A. At some point when these matters are</p> <p>24 finished.</p> <p>25 Q. Okay. Isn't the Mareva injunction</p>	<p style="text-align: center;">Page 82</p> <p>1 individual, paid these fees?</p> <p>2 A. I don't recall. It would have been – it</p> <p>3 would have been soon after, I think, the invoice was</p> <p>4 rendered.</p> <p>5 Q. Okay, and do you know when the agreement</p> <p>6 or when the chargeback to OLPC occurred?</p> <p>7 A. I believe it happened – it would have</p> <p>8 been at about the same time.</p> <p>9 Q. And this would show, I mean, if it's been</p> <p>10 a chargeback to OLPC, wouldn't it show as a debt in</p> <p>11 OLPC's books?</p> <p>12 A. OLPC shows up on my personal tax return.</p> <p>13 It's a flow-through entity for tax purposes.</p> <p>14 Q. So this could potentially be, this debt</p> <p>15 could be seen for OLPC on your personal tax returns?</p> <p>16 A. No, because it doesn't show up like that.</p> <p>17 It's a line item.</p> <p>18 Q. A line item in what?</p> <p>19 A. In the personal tax returns. So the line</p> <p>20 item shows all the expenses. It doesn't break out</p> <p>21 individual liabilities. It just shows all the</p> <p>22 expenses of OLPC, so it wouldn't show that, would not</p> <p>23 show that.</p> <p>24 Q. So there should be a document that shows</p> <p>25 the debt is owed by OLPC; right? Your tax returns</p>

<p>1 are based on something; right?</p> <p>2 A. Well, there would be this invoice,</p> <p>3 probably. This invoice would be there. That would</p> <p>4 be the backup for it.</p> <p>5 Q. Just the invoice issued to you?</p> <p>6 A. Yeah, that indemnified me for that. That</p> <p>7 would be the invoice, would be the evidence that it</p> <p>8 was obligated, the quantum and the fact the debt was</p> <p>9 incurred.</p> <p>10 Q. Does OLPC keep records of the debts that</p> <p>11 it owes?</p> <p>12 A. Well, it's obligated to indemnify me, so</p> <p>13 we have – where the invoices are retained, we keep</p> <p>14 copies of those invoices. We keep copies of the</p> <p>15 invoices.</p> <p>16 Q. Does OLPC use any accounting documents to</p> <p>17 keep track of its liabilities?</p> <p>18 A. There may be some ledger somewhere that</p> <p>19 would have that, but the documents would be these</p> <p>20 documents here. These are the documents that would</p> <p>21 identify the quantum of the debt, the quantum of the</p> <p>22 indemnity.</p> <p>23 Q. So OLPC does have ledgers?</p> <p>24 A. It would have some ledger somewhere that</p> <p>25 would record that, I think, in preparing the tax</p>	<p>Page 85</p> <p>1 and I don't recall right now whether it was – shows</p> <p>2 up as a specific liability or not, or it's just a</p> <p>3 contingent liability, which don't show up yet. So on</p> <p>4 this one, it shows up – I believe it shows up as an</p> <p>5 expense in OLPC that's –</p> <p>6 Q. I don't want to interrupt you, I just want</p> <p>7 to make sure we're being clear. When you said on</p> <p>8 this one it would show up as an expense for OLPC, are</p> <p>9 you talking about Exhibit 2 or Exhibit 4?</p> <p>10 A. The one you're showing me – no, no,</p> <p>11 sorry.</p> <p>12 Q. Exhibit 4?</p> <p>13 A. Yes, Peacock Linder Halt Mack, yes. That</p> <p>14 one, I believe the expense shows up on the – on my</p> <p>15 tax return, but it's not broken out as a separate</p> <p>16 expense, but I believe that it may show up on my tax</p> <p>17 return from the LLC. The other ones I don't think</p> <p>18 show up on the tax return yet.</p> <p>19 Q. And you mentioned a word, "contingent</p> <p>20 liabilities." Are the liabilities that OLPC has,</p> <p>21 based on Exhibit 4 and Exhibit 2 – let me put them</p> <p>22 next to each other.</p> <p>23 A. Well, "contingent," let me clarify. It's</p> <p>24 not contingent in that sense. I'm not – on a cash</p> <p>25 basis in PC, so it hasn't been paid yet. So it's on</p>	
<p>1 return.</p> <p>2 Q. That would show the debt owed from OLPC to</p> <p>3 you individually?</p> <p>4 A. It would show the – well, it may not, so</p> <p>5 it may not incur the expense. An indemnity would not</p> <p>6 necessarily show up on a ledger. It could, but it</p> <p>7 wouldn't necessarily show up on a ledger. An</p> <p>8 indemnity may or may not show up on a ledger, so I</p> <p>9 can't actually speak to that.</p> <p>10 Q. Who would know if the indemnities we've</p> <p>11 gone over here in Exhibit 4 and Exhibit 2 would show</p> <p>12 up on OLPC's ledger?</p> <p>13 A. These would not show up on OLPC's ledger</p> <p>14 because they were charged back to Waterton Land</p> <p>15 Trust, so they wouldn't show up on OLPC's ledger</p> <p>16 until OLPC paid the account, I believe.</p> <p>17 Q. I believe you told me that these invoices</p> <p>18 were paid by Waterton Land Trust.</p> <p>19 A. Yes.</p> <p>20 Q. And that OLPC has agreed to indemnify</p> <p>21 Waterton Land Trust from the cost of the invoices.</p> <p>22 A. Yes.</p> <p>23 Q. Wouldn't that be the same chargeback that</p> <p>24 we just talked about in Exhibit 4, same concept?</p> <p>25 A. Not necessarily, because on my account,</p>	<p>Page 86</p> <p>1 a cash basis, so it hasn't been paid yet.</p> <p>2 Q. If it's a not cash basis, what is the</p> <p>3 basis? How does OLPC keep its accounting records?</p> <p>4 A. On a cash basis.</p> <p>5 Q. I thought you just said it's not a cash</p> <p>6 basis.</p> <p>7 A. No, I said – no. I said it wasn't</p> <p>8 contingent. It hasn't been deducted yet in OLPC</p> <p>9 until it's paid.</p> <p>10 Q. But how does OLPC carry these liabilities</p> <p>11 year to year? Are there any documents that show</p> <p>12 that?</p> <p>13 A. These tax – these invoices that have been</p> <p>14 submitted for reimbursement.</p> <p>15 Q. Okay, but I thought I heard you testify</p> <p>16 earlier that you only got these invoices when your</p> <p>17 counsel reached out to the lawyers at Peacock and</p> <p>18 BLG.</p> <p>19 A. These invoices, copies of the invoices</p> <p>20 received that Hyrum identified to me that he was</p> <p>21 incurring liabilities and advised me as to the</p> <p>22 quantum of that. And we made note of that. I made</p> <p>23 note of that, that these were the obligations, and I</p> <p>24 think –</p> <p>25 Q. Where did you make note of that?</p>	<p>Page 88</p>

<p>1 A. I don't recall. I don't recall where I 2 would have made that note. It's not something I have 3 right now, but I was trying to keep track of the 4 costs on this.</p> <p>5 Q. What documents would show you were trying 6 to keep track of the costs on this?</p> <p>7 A. Oh, Hyrum just kept advising me from time 8 to time of the costs. So I don't have – I don't 9 know that I have a particular notation, but I was 10 trying to keep track of generally the quantum of the 11 costs of these. So I don't have – whether there was 12 a notation or just my memory, I don't recall right 13 now, but I was aware of the costs and the quantum of 14 the costs.</p> <p>15 Q. So were you just –</p> <p>16 A. Certainly by the end of each year.</p> <p>17 Q. Were you just doing it in your head?</p> <p>18 A. Well, I don't recall if there was, you 19 know, if there was some scratch paper that had it or 20 not. I don't recall that, or whether I got a 21 calculator out, I don't recall that. But I was aware 22 of the general quantum. Each year I wanted to know 23 the general quantum of those costs.</p> <p>24 Q. And you cannot point us to any documents 25 which would show OLPC carrying these liabilities year</p>	Page 89	<p>1 Olson v. Olson, and that is the state court divorce 2 proceeding here in Utah; correct?</p> <p>3 A. That's correct.</p> <p>4 Q. Okay. Did any of the invoices we reviewed 5 in Exhibits 1, 4 or 2 relate to that Utah State 6 divorce matter?</p> <p>7 A. No.</p> <p>8 Q. So OLPC is not seeking any damages in this 9 case relating to the state divorce matter, Olson v. 10 Olson, case number 204904555?</p> <p>11 A. Well, that's an issue between our expert 12 and counsel as to which ones they've identified. I 13 believe they're in the expert report.</p> <p>14 Q. Sitting here today, is OLPC seeking any 15 damages relating to that case?</p> <p>16 A. Again, at this point my understanding is 17 counsel and the expert have not sought any damages 18 with respect to that particular litigation.</p> <p>19 Q. Okay.</p> <p>20 A. That involve me.</p> <p>21 Q. Why that distinction, that involve you? 22 What does that mean?</p> <p>23 A. Well, I was sued in that case, and I have 24 not – I am not seeking, on this case, 25 indemnification for me on that.</p>	Page 91
<p>1 to year?</p> <p>2 A. Well, they haven't been paid yet, but 3 they're indemnifications. But other than the fact 4 that I was aware they were there, I was not – I was 5 not aware of that.</p> <p>6 Q. Other than your individual knowledge, your 7 knowledge?</p> <p>8 A. Knowledge that was given to me by Waterton 9 Land Trust.</p> <p>10 Q. And before this litigation –</p> <p>11 A. Of the costs.</p> <p>12 Q. Before this litigation, had you ever seen 13 these actual invoices?</p> <p>14 A. No. Well, at Peacock Linder &amp; Holt I did, 15 but not the BLG or the Foley invoices.</p> <p>16 Q. Okay. You only saw those – OLPC only saw 17 those invoices in relation to this lawsuit?</p> <p>18 A. Yes.</p> <p>19 Q. I want to go back to the supplemental 20 response. Okay. Again, we asked you – we asked 21 OLPC in this response to identify, you know, the 22 title and jurisdiction of legal actions where its 23 alleged documents were stolen – or used, sorry – 24 where its documents were used. OLPC identified 25 actions here in subparagraph 3, one of which was</p>	Page 90	<p>1 Q. Okay. Didn't you file for that divorce?</p> <p>2 A. I did.</p> <p>3 Q. Okay. Just wanted to make sure we're 4 talking about the same one. Okay, the next one is 5 Olson v. Olson, the Mareva injunction. And those are 6 the invoices that we just went over in Exhibit 4; 7 correct? From Peacock Linder Halt &amp; Mack.</p> <p>8 A. Yes.</p> <p>9 Q. Okay, and sitting here today, only the 10 damages in Exhibit 4 – let me rephrase. OLPC is 11 only seeking to recover the damages detailed relating 12 to the Mareva injunction in Exhibit 4; correct?</p> <p>13 A. Yes.</p> <p>14 Q. And then we have Burton v. Bison 15 Conservation Ranch. Did any of the invoices we 16 looked at in Exhibits 1, 2 and 4 deal with that 17 matter?</p> <p>18 A. No.</p> <p>19 Q. So OLPC is not seeking any damages 20 relating to that lawsuit; correct?</p> <p>21 A. That's my understanding.</p> <p>22 Q. Okay. The next one, Olson v. Burton, 23 King's Bench of Alberta, did any of the invoices we 24 went over today relate to that lawsuit?</p> <p>25 A. No.</p>	Page 92

<p>1 Q. So OLPC is not seeking any damages 2 relating to that lawsuit; correct? 3 A. That's my understanding. 4 Q. Law Society of Manitoba complaint against 5 Thomas Olson is the next one. Same question. Did 6 any of the invoices relate to that lawsuit? 7 A. No. 8 Q. OLPC is not seeking damages relating to 9 that lawsuit; correct? 10 A. That's my understanding. 11 Q. The next one listed here is Burton v. 12 Lemons, and those are the invoices we went over in 13 Exhibit 1; right? 14 A. I think that's the exhibit. Let me just 15 confirm. Foley's was the first exhibit, that's 16 correct. 17 Q. Okay. And the only damages that OLPC is 18 seeking relating to the Burton v. Lemons matter are 19 those damages described in Exhibit 1; correct? 20 A. Well, the matter is ongoing in Canada, so 21 I expect there will be additional invoices submitted 22 at some point for reimbursement, indemnification. 23 Q. But sitting here today, the only damages 24 OLPC is seeking are the ones in Exhibit 1; right? 25 MR. JORDAN: Objection; asked and</p>	<p>Page 93</p> <p>1 Q. And the July 14th, 2023 affidavit of Naomi 2 Burton. Do you see that? 3 A. Yes. 4 Q. Okay, in this Alberta matter, the 5 2201-04486; right? 6 A. Yes. 7 Q. Why, then, do we not have invoices from 8 BLG in those time periods? Let's go side to side 9 again. So March 16th of 2023 is when Carolyn used 10 allegedly stolen documents in that lawsuit, and yet 11 we don't have any invoices from BLG in that matter 12 for March of 2023; right? 13 A. We don't. 14 Q. Why not? 15 A. Because we have – neither we nor the 16 trust had been served on the claim yet. 17 Q. But I thought this action was filed in 18 2022. 19 A. It was. 20 Q. Okay, and there was no legal work being 21 done until September 21 of '23? 22 A. That's correct. 23 Q. Okay. Was that also why there's no fees 24 incurred in July of 2023 when Naomi filed her 25 affidavit?</p>	<p>Page 95</p>
<p>1 answered. 2 A. The answer is yes. 3 Q. (By Ms. Vaughn) And what's the lawsuit in 4 Canada that you're talking about? 5 A. It's a lawsuit between Carolyn and the 6 trusts and Bruce Lemons and me and several other 7 parties. 8 Q. Okay. Is that this Olson v. Olson case? 9 A. I believe that's the case number. 10 Q. And I think you also testified that in the 11 supplemental response to interrogatory number 3, 12 Olson v. Olson, case number 2201-04486, are the 13 documents or is the case that's detailed in invoices 14 in Exhibit 2; correct? 15 A. I believe that to be the case. 16 Q. Okay. 17 MR. JORDAN: Just to correct the record, 18 you said supplemental response to interrogatory 19 number 3. It's 13. 20 MS. VAUGHN: Yes, thank you. 21 Q. (By Ms. Vaughn) Okay. And here in the 22 supplemental response you state that documents were 23 also used in the March 16, 2023 affidavit of Carolyn 24 Olson. Do you see that? 25 A. Yes.</p>	<p>Page 94</p> <p>1 A. That's correct. 2 Q. Was anyone defending the case at that time 3 when Carolyn and Naomi filed their affidavits? 4 A. No. 5 Q. No, okay. So is OLPC seeking any damages 6 related to those affidavits in that case? 7 A. Yes. 8 Q. And where are the fees incurred because of 9 those affidavits? 10 A. They're in the BLG invoices. 11 Q. Okay, just several months later? 12 A. Yes. 13 Q. And how do we know that? Is there a way 14 for me to tell that these redacted entries relate to 15 those affidavits? 16 A. Not from the invoices. 17 Q. And then also in the supplemental response 18 to interrogatory 13, OLPC says that in a December 20, 19 2023 affidavit in a matter pending in the Cook 20 Islands, that these documents showed up as well; is 21 that right? 22 A. That's correct. 23 Q. Okay. Did any of the invoices we went 24 over today relate to the matter in the Cook Islands? 25 A. No.</p>	<p>Page 96</p>

<p>1 Q. So OLPC is not seeking damages related to 2 the use of its confidential documents in the Cook 3 Islands matter?</p> <p>4 A. I have not received any invoices for 5 indemnification from White Buffalo Trust at this 6 point.</p> <p>7 Q. Who is the trustee of White Buffalo Trust?</p> <p>8 A. Well, it's confidential information, so – 9 it's confidential information. I don't know that 10 I've got that information at this point. But I don't 11 – I don't know at this point for sure what the name 12 of the trustee is.</p> <p>13 Q. So how did OLPC receive notice that this 14 document was used in the Cook Islands matter?</p> <p>15 A. Because it was served on me. I saw it 16 with my eyes.</p> <p>17 Q. Oh, December 20th of 2023?</p> <p>18 A. Yeah, I believe it was served on me in 19 December of 2023.</p> <p>20 Q. Okay. And then we have the second 21 supplemental response, which talks about the draft of 22 a proposed stipulation in the marital dispute being 23 used in a May 9th, 2024 mediation. Did any of the 24 invoices we reviewed today relate to that May 9th, 25 2024 mediation?</p>	Page 97	<p>1 that they had pulled together some information. So 2 other than what he told me, it would have been some 3 small part of that final bill from March.</p> <p>4 Q. Okay. We've gone over the invoices. We 5 went over the response to discovery. I have a few 6 more questions. Excuse me. One of the allegations 7 in this case is that – let me share this again. 8 This will be Exhibit 6, which is – sorry, not that 9 one. Let's see. Here we go. We'll mark this one as 10 Exhibit 6.</p> <p>11 (EXHIBIT 6 WAS IDENTIFIED.)</p> <p>12 It's Ephraim Olson 8399 to 8473. One of 13 the allegations in this lawsuit is that: "Ephraim 14 Olson, while he was an employee of OLPC, sent these 15 confidential stipulation and agreements to his 16 personal e-mail and then sent them to Patricia 17 Cundick's divorce counsel."</p> <p>18 Are you aware of that allegation?</p> <p>19 MR. JORDAN: Object as beyond the scope.</p> <p>20 Sarah, would you please explain how this relates to 21 the scope of this supplemental deposition outlined by 22 the judge and defined by your exhibit to your 23 deposition notice.</p> <p>24 MS. VAUGHN: Yeah. If you'll let me get 25 to my next question, none of the invoices we went</p>	Page 99
<p>1 A. My understanding is that – can we go back 2 and look at those invoices?</p> <p>3 Q. Yeah. Which ones would you like to look 4 at?</p> <p>5 A. Well, the BLG, and I think that's 6 Exhibit 2, and I think I have that here.</p> <p>7 Q. Okay. Oh, that's 4, sorry.</p> <p>8 A. I believe that the final bill related, at 9 least in part, to that mediation, which is – the 10 date is March 5th, 2024.</p> <p>11 Q. Okay, and how do you know that this 12 March 5th, 2024 invoice related to a mediation that 13 was set to occur in two months?</p> <p>14 A. Because counsel for Carolyn had discussed 15 mediation with my counsel, and I was aware of it. 16 And so Peter Linder advised me that I would need to 17 get some information ready for that, and I was 18 advised by Hyrum that his counsel was preparing some 19 maps and some items for that. So that would have 20 been included in some of the work done in that final 21 invoice.</p> <p>22 Q. Other than the statement you received from 23 Hyrum, is there any way to tell, based on the 24 document itself, that it relates to the mediation?</p> <p>25 A. Just a second here. No. Hyrum mentioned</p>	Page 98	<p>1 over relate to these documents. That's going to be 2 the next question. So if you give me a little 3 leeway, we'll be done soon.</p> <p>4 MR. JORDAN: Okay, but what's your 5 question?</p> <p>6 Q. (By Ms. Vaughn) Are you aware of the 7 allegation that part of OLPC's complaint is that 8 Ephraim took these documents while he was an employee 9 of OLPC and sent them to Patricia Cundick, to Carolyn 10 Olson's counsel Patricia Cundick? Are you aware that 11 allegation has been made?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And did any of the invoices we went 14 over relate to litigation where these documents were 15 used?</p> <p>16 A. Yes.</p> <p>17 Q. Which ones?</p> <p>18 A. Both the stipulation agreements.</p> <p>19 Q. Let me clarify. Before the mediation in 20 May of 2024, Burton v. Lemons, were these documents 21 used in Burton v. Lemons?</p> <p>22 A. I don't believe so.</p> <p>23 Q. Okay. Were these documents used in the 24 Mareva injunction?</p> <p>25 A. Yes.</p>	Page 100

<p>1 Q. When and where?</p> <p>2 A. They were used in connection with</p> <p>3 Carolyn's affidavit.</p> <p>4 Q. How do you know that?</p> <p>5 A. Because it has information on there that</p> <p>6 came from these stolen documents.</p> <p>7 Q. Which information?</p> <p>8 A. Corporations that were at some point owned</p> <p>9 by me, a family member, or the trusts, partnerships,</p> <p>10 that were involved by me, the corporations or the</p> <p>11 trust.</p> <p>12 Q. I'm going to send you this document. I</p> <p>13 would like you to go through it and tell me which</p> <p>14 parts were used in the Mareva action. It's titled</p> <p>15 Exhibit 7, but it actually got entered as Exhibit 6.</p> <p>16 MR. JORDAN: Are you thinking we're seeing</p> <p>17 it in the chat?</p> <p>18 MS. VAUGHN: It's coming. It's loading.</p> <p>19 It should be there now.</p> <p>20 A. Yes. It's paragraph – back up here –</p> <p>21 definitions 1.5, Roman VIII, Roman IX and Roman X.</p> <p>22 Q. (By Ms. Vaughn) And what Bates number</p> <p>23 pages are you on?</p> <p>24 A. Sorry?</p> <p>25 Q. The Bates numbers that those sections</p>	<p>Page 101</p> <p>1 Ephraim sent?</p> <p>2 MR. JORDAN: Before you answer, Mr. Olson,</p> <p>3 Sarah, I'm going to ask you again, the scope of this</p> <p>4 is the damage invoices and the basis therefor. What</p> <p>5 does this –</p> <p>6 MS. VAUGHN: Exactly.</p> <p>7 MR. JORDAN: What does this have to do</p> <p>8 with that?</p> <p>9 MS. VAUGHN: I think it's obvious. I can</p> <p>10 explain it to you if you'd like.</p> <p>11 MR. JORDAN: I would very much like you to</p> <p>12 explain it.</p> <p>13 MS. VAUGHN: There is no way for OLPC to</p> <p>14 decipher that these documents in Exhibit 7 are what</p> <p>15 were used in the Mareva injunction when Hyrum Olson</p> <p>16 himself sent it to Carolyn Olson.</p> <p>17 MR. JORDAN: What does that have to do</p> <p>18 with anything?</p> <p>19 MS. VAUGHN: How are they linking these</p> <p>20 invoices to Ephraim Olson?</p> <p>21 MR. JORDAN: Who says they're linking</p> <p>22 these to Ephraim Olson in this deposition? What does</p> <p>23 that have to do with the damages claimed?</p> <p>24 MS. VAUGHN: I'm trying to ask that.</p> <p>25 MR. JORDAN: Well, you're not asking that.</p>
<p>1 appeared on.</p> <p>2 A. I see. Just a second here. 00008405,</p> <p>3 00008406.</p> <p>4 Q. Okay. And are you aware that Hyrum Olson</p> <p>5 also sent Carolyn Olson a very similar document?</p> <p>6 A. Yes, he sent her a similar document.</p> <p>7 Q. Okay.</p> <p>8 A. Similar, but not the same.</p> <p>9 Q. Great. We'll mark that as Exhibit 7, and</p> <p>10 that's Bates numbered OL Private Counsel-Ephraim</p> <p>11 Olson 2518 to 2534.</p> <p>12 (EXHIBIT 7 WAS IDENTIFIED.)</p> <p>13 I'll put these next to each other for</p> <p>14 you. So on the left side of my screen here you can</p> <p>15 see the Ephraim Olson Bates number. This is the</p> <p>16 version that Ephraim sent to Carolyn's counsel. And</p> <p>17 on the right side here is the OL Private Counsel</p> <p>18 Bates number. And I'll scroll up quickly so you can</p> <p>19 see that this is the version that Hyrum sent to</p> <p>20 Carolyn. Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. And Hyrum sent this to Carolyn on May 24th</p> <p>23 of 2019. Do you see a difference here between what</p> <p>24 Hyrum sent with respect to the two pages that you</p> <p>25 believed were used in the Mareva injunction and what</p>	<p>Page 102</p> <p>1 What does it have to do with the damages in the</p> <p>2 invoices?</p> <p>3 MS. VAUGHN: Well, he just told me that</p> <p>4 the damages in the BLG case relate to these</p> <p>5 documents.</p> <p>6 MR. JORDAN: No, he did not. He told you</p> <p>7 that these documents were used in the Mareva</p> <p>8 injunction. He did not tell you that the BLG</p> <p>9 invoices are based on these.</p> <p>10 MS. VAUGHN: I misstated, then. He said</p> <p>11 that the Peacock Linder &amp; Halt invoices were based on</p> <p>12 these documents, then, or the invoices for the Mareva</p> <p>13 injunction.</p> <p>14 MR. JORDAN: I don't think he said that,</p> <p>15 either. So ask your question.</p> <p>16 MS. VAUGHN: Let me ask the original</p> <p>17 question.</p> <p>18 Q. (By Ms. Vaughn) What damages for these</p> <p>19 documents here is OLPC seeking in the three invoices?</p> <p>20 MR. JORDAN: It assumes a fact not in</p> <p>21 evidence, that he's seeking any damages based on</p> <p>22 these documents.</p> <p>23 MS. VAUGHN: That's what I'm trying to</p> <p>24 establish, David. Let him answer the question.</p> <p>25 MR. JORDAN: Yeah. The question is: Are</p>

<p>1 you seeking damages based on these documents?</p> <p>2 MS. VAUGHN: Great.</p> <p>3 Q. (By Ms. Vaughn) Mr. Olson, are you</p> <p>4 seeking damages based on these documents?</p> <p>5 A. Yes.</p> <p>6 Q. Which damages, based on the invoices we</p> <p>7 reviewed?</p> <p>8 A. These documents were used in the mediation</p> <p>9 and –</p> <p>10 Q. Go ahead. I want to let you finish. I</p> <p>11 want to make sure we're clear.</p> <p>12 A. They were used – well...</p> <p>13 Q. Would you like me to send them to you?</p> <p>14 A. Just a second. I think – give me just a</p> <p>15 second here. Can you send me the document that Hyrum</p> <p>16 sent to Carolyn, please.</p> <p>17 Q. Well, I don't know that your counsel is</p> <p>18 going to let me ask you about it, so let's lay some</p> <p>19 foundation first. Exhibit 7 should be in your chat.</p> <p>20 A. Just a second here. My mouse is acting</p> <p>21 up. I tried to press the page down button. My mouse</p> <p>22 is acting up now. I can't get this document to</p> <p>23 scroll down. Just a second here. I'll try to load</p> <p>24 it again. One of the stipulation agreements was</p> <p>25 never sent to Carolyn and it was used in the</p>	<p>Page 105</p> <p>1 on my screen.</p> <p>2 A. It relates to information about family</p> <p>3 corporations, yeah. So yes, it relates to – that</p> <p>4 information was provided by Ephraim to Patricia.</p> <p>5 Q. Okay. And this information was also</p> <p>6 provided to Carolyn by Hyrum; right?</p> <p>7 A. I haven't reviewed those documents side by</p> <p>8 each. It may have been.</p> <p>9 Q. Okay, and we're right back where we were</p> <p>10 about ten minutes ago. This one now on the left side</p> <p>11 of my screen, do you see the OLPC Bates numbering?</p> <p>12 This is the version from Hyrum. I'm happy to scroll</p> <p>13 up to the top again if you would like. On the right</p> <p>14 side of my screen is the version from Ephraim. Can</p> <p>15 you decipher any differences in the information that</p> <p>16 Hyrum shared with Carolyn Olson versus the</p> <p>17 information in the document that Ephraim sent to</p> <p>18 Patricia Cundick?</p> <p>19 A. Well, the document speaks for itself. If</p> <p>20 they're the same, they're the same. The document</p> <p>21 speaks for itself.</p> <p>22 Q. Okay. So it's fair to say that Carolyn</p> <p>23 Olson received information supporting the Mareva</p> <p>24 injunction action from Hyrum Olson; correct?</p> <p>25 A. It's possible they're the same, yes.</p>
<p>Page 106</p> <p>1 mediation.</p> <p>2 Q. The May 2024 mediation; correct?</p> <p>3 A. The May 2024 mediation, that's correct.</p> <p>4 Q. Okay. Is OLPC alleging that any of these</p> <p>5 documents relate to the Mareva injunction?</p> <p>6 A. Yes. I believe that they were used, that</p> <p>7 information from those was used in the Mareva</p> <p>8 injunction, that's correct.</p> <p>9 Q. And does that basis support the invoices</p> <p>10 in the Peacock Linder invoices we went over earlier</p> <p>11 tonight?</p> <p>12 A. I'm not sure what your question is.</p> <p>13 Q. You said OLPC is seeking damages relating</p> <p>14 to these documents. I'm trying to figure out which</p> <p>15 invoices relate to these documents.</p> <p>16 A. There's no invoice that relates to a</p> <p>17 specific document, Sarah. It was a Mareva injunction</p> <p>18 based on a whole bunch of things, a whole bunch of</p> <p>19 stolen things that may have included this.</p> <p>20 Q. Okay. So the Mareva injunction invoices</p> <p>21 relate to these documents; correct?</p> <p>22 A. Relate to information on these documents.</p> <p>23 Q. Okay, and that information is what you</p> <p>24 pointed out on 8005 and – oh, sorry – 8405 and</p> <p>25 8406; correct? That's what I'm looking at right here</p>	<p>Page 108</p> <p>1 Q. So there have been lots of other claimed</p> <p>2 stolen documents that I have not heard us talk about</p> <p>3 tonight, and I want to make sure – this is my last</p> <p>4 chance with you, likely – that we know exactly what</p> <p>5 documents OLPC is claiming were stolen that support</p> <p>6 the invoices we've gone over. So I have not heard</p> <p>7 any mention of the Carolyn Olson Spousal Trust. Is</p> <p>8 OLPC seeking any damages relating to the use of the</p> <p>9 Carolyn Olson Spousal Trust?</p> <p>10 A. There's a whole bunch of stolen things</p> <p>11 that were used in these proceedings, and which</p> <p>12 specific ones were used in which document, the</p> <p>13 invoices do not relate to that. They relate to the</p> <p>14 action generally. So there's no line item talking</p> <p>15 about Carolyn Olson Spousal Trust as a separate item.</p> <p>16 It's about all the stolen documents that were used</p> <p>17 were the basis for these lawsuits. And there's no</p> <p>18 specific breakdown in any invoice about Carolyn Olson</p> <p>19 Spousal Trust versus this versus that. There</p> <p>20 wouldn't be, because it's the whole lawsuit. It's an</p> <p>21 amalgam of all that stuff.</p> <p>22 Q. And was the Carolyn Olson Spousal Trust</p> <p>23 used in Burton v. Lemons?</p> <p>24 A. Not that I recall.</p> <p>25 Q. Was it used in the Mareva injunction?</p>

<p>1 A. I'd have to go look at those. I don't      2 recall if it was or wasn't.      3 Q. You don't know; correct?      4 A. Well, it may have been listed in it. I      5 don't know at this point.      6 Q. Okay. Was it used in the lawsuit that the      7 BLG invoices relate to?      8 A. That lawsuit refers to a bunch of trusts.      9 It may well be in that lawsuit. I haven't memorized      10 it. I don't have that in front of me right now. But      11 it refers to a bunch of trusts, so it may well have      12 been referred to in that document.      13 Q. Okay. But sitting here today, you don't      14 know?      15 A. No, I don't recall specifically about that      16 trust.      17 Q. And would I have to review all of the      18 pleadings in the BLG – the lawsuit for the BLG      19 invoices to determine whether or not the Carolyn      20 Olson Spousal Trust was used or referred to in that      21 litigation?      22 MR. JORDAN: Objection; calls for      23 speculation.      24 A. Well, you know that the -- I don't know      25 that.</p>	<p>Page 109</p>	<p>1 A. I don't know that. I don't know if we      2 even can do that.      3 Q. Okay. And was the White Buffalo Trust      4 document used in the lawsuit that BLG invoices relate      5 to?      6 A. Yes, I believe information from that is      7 referred to in the lawsuit.      8 Q. Okay, and again, is the only way to figure      9 out if that trust was referred to in the lawsuit to      10 review the actual lawsuit itself?      11 A. No, because I reviewed it, and it's      12 referred to in there.      13 Q. So it's your word or nothing; right?      14 MR. JORDAN: Objection; vague and      15 argumentative.      16 MS. VAUGHN: That was a little      17 argumentative, I'll give you that, David. Okay.      18 Q. (By Ms. Vaughn) Thomas H. Olson Trust,      19 was that used in Burton v. Lemons?      20 A. Not that I'm aware of.      21 Q. Was it used in the Mareva injunction?      22 A. Yes, I believe so.      23 Q. Do you know how it was used in the Mareva      24 injunction?      25 A. I believe it was in Carolyn's affidavit.</p>	<p>Page 111</p>
<p>1 Q. (By Ms. Vaughn) Okay. White Buffalo      2 Trust, I think we have talked about that, but let's      3 just make sure. Was White Buffalo Trust used in      4 Burton v. Lemons?      5 A. Not that I recall.      6 Q. Was it used in the Mareva injunction?      7 A. Yes.      8 Q. Where?      9 MR. JORDAN: Where? You want him to cite      10 a paragraph to you?      11 Q. (By Ms. Vaughn) Was it used in the      12 affidavit? Was it used in the Notice of Claim? A      13 pleading would be sufficient.      14 A. It was used in the oral argument, I'm      15 sure, because I listened to that, and it was for sure      16 used there.      17 Q. And we don't have a copy of the oral      18 argument; correct?      19 MR. JORDAN: Whose "we"?</p> <p>20 MS. VAUGHN: Me, counsel for Ephraim      21 Olson.      22 MR. JORDAN: Well, you know the answer to      23 that. You don't need to ask Mr. Olson that.      24 Q. (By Ms. Vaughn) Mr. Olson, has OLPC      25 produced a copy of the oral argument in this case?</p>	<p>Page 110</p>	<p>1 Q. Okay. Was it used in the lawsuit that the      2 BLG invoices relate to?      3 A. Yes.      4 Q. How?      5 A. It's referred to in the pleadings.      6 Q. Okay. The Olson Estate Trust, was that      7 used in Burton v. Lemons?      8 A. I don't believe so.      9 Q. Was it used in the Mareva injunction?      10 A. Yes.      11 Q. Okay. How?      12 A. How?      13 Q. Yes.      14 A. I believe it's in the pleadings. It's      15 referred to in oral argument, referred to in the      16 written brief. Either counsel has referred to it in      17 Carolyn's affidavit.      18 Q. Is the Olson Estate Trust used in the      19 lawsuit that the BLG invoices relate to?      20 A. Yes.      21 Q. How?      22 A. It's in the pleadings.      23 Q. Okay. The George Whitehead Trust, is that      24 used in Burton v. Lemons?      25 A. No.</p>	<p>Page 112</p>

<p>1 Q. The Mareva injunction?</p> <p>2 A. Yes, I believe so.</p> <p>3 Q. How?</p> <p>4 A. I believe it's in Carolyn's affidavit and</p> <p>5 it's in the affidavit – it's in the underlying</p> <p>6 lawsuit, I believe. I believe it's referred to in</p> <p>7 the underlying lawsuit.</p> <p>8 Q. Is it used in the BLG lawsuit?</p> <p>9 A. Yes, I believe it's referred to in the BLG</p> <p>10 lawsuit.</p> <p>11 Q. Where is it referred to in the lawsuit?</p> <p>12 A. I think in the pleadings, as I recall.</p> <p>13 Q. Waterton Land Trust we've covered. Ruth</p> <p>14 Doxey Family Trust, is that used in Burton v. Lemons?</p> <p>15 A. No.</p> <p>16 Q. Is it used in the Mareva injunction?</p> <p>17 A. Yes, I believe it is.</p> <p>18 Q. How?</p> <p>19 A. I believe it's in Carolyn's affidavit and</p> <p>20 it may have been in the underlying pleadings.</p> <p>21 Q. Was it used in the BLG lawsuit?</p> <p>22 A. I believe so, but I don't recall</p> <p>23 specifically right now.</p> <p>24 Q. And how would you verify that?</p> <p>25 A. I would have to go back, I guess, and</p>	<p>Page 113</p> <p>1 Q. Was it used in the Mareva injunction?</p> <p>2 A. Yes.</p> <p>3 Q. How?</p> <p>4 A. I believe it's in Carolyn's affidavit.</p> <p>5 Q. Anywhere else?</p> <p>6 A. May have been in the underlying pleadings,</p> <p>7 I don't recall.</p> <p>8 Q. Was it used in the BLG litigation?</p> <p>9 A. I believe so, but I don't have a precise</p> <p>10 recollection right now.</p> <p>11 Q. How would you confirm that?</p> <p>12 A. Well, I'd have to think about it, have to</p> <p>13 go think about it and I'd remember, or have to go</p> <p>14 back and look in the pleadings, I guess. One of the</p> <p>15 two.</p> <p>16 Q. I'm going to show you –</p> <p>17 MS. VAUGHN: And I'd be happy to mark this</p> <p>18 as an exhibit, but whatever your preference is on</p> <p>19 that, David.</p> <p>20 Q. (By Ms. Vaughn) This is another one of</p> <p>21 the converted documents or alleged converted</p> <p>22 documents that is Bates numbered OLPC-Ephraim Olson</p> <p>23 474 to 478. Do you see this document, Mr. Olson?</p> <p>24 A. Uh-huh (affirmative).</p> <p>25 Q. Was this used in Burton v. Lemons?</p>
<p>1 review the pleadings, I guess.</p> <p>2 Q. Olson Manitoba Conservation Trust, was</p> <p>3 that used in Burton v. Lemons?</p> <p>4 A. No.</p> <p>5 Q. Was that used in the Mareva injunction?</p> <p>6 A. Yes, I believe so.</p> <p>7 Q. How?</p> <p>8 A. It's in Carolyn's affidavit.</p> <p>9 Q. Anywhere else?</p> <p>10 A. It may have been in the underlying</p> <p>11 pleadings, I don't recall right now.</p> <p>12 Q. Okay. Was it used in the BLG litigation?</p> <p>13 A. I don't recall. I believe it was, but I</p> <p>14 don't recall.</p> <p>15 Q. How would you confirm that?</p> <p>16 A. I'd have to go look at the pleadings, I</p> <p>17 guess.</p> <p>18 MS. VAUGHN: Gosh, I'm losing track here.</p> <p>19 Was that the William Bell Hardy that I just asked</p> <p>20 about?</p> <p>21 MR. JORDAN: No.</p> <p>22 MS. VAUGHN: No, okay.</p> <p>23 Q. (By Ms. Vaughn) William Bell Hardy Trust,</p> <p>24 was that used in Burton v. Lemons?</p> <p>25 A. No.</p>	<p>Page 114</p> <p>1 A. Can I look at the whole document, please.</p> <p>2 Q. Yeah. Let me know if I'm going too fast.</p> <p>3 I can send it to you as well.</p> <p>4 That's it.</p> <p>5 MR. JORDAN: Wait until you've</p> <p>6 sufficiently reviewed the document in order to answer</p> <p>7 her question. Have you sufficiently reviewed the</p> <p>8 document in order to answer her question as to</p> <p>9 whether this particular document was used in the</p> <p>10 Burton v. Lemons case?</p> <p>11 THE WITNESS: It was not used in Burton v.</p> <p>12 Lemons, to my knowledge.</p> <p>13 MS. VAUGHN: Okay, and I've just dropped</p> <p>14 it in the chat so that you have time to review it if</p> <p>15 you need additional time.</p> <p>16 Q. (By Ms. Vaughn) Was this document used in</p> <p>17 the Mareva injunction?</p> <p>18 A. Information from it may have been.</p> <p>19 Q. Okay. How do you know that?</p> <p>20 A. Well, I believe there was information</p> <p>21 regarding my directorship referred to somewhere. So</p> <p>22 I think it may have been there, but I don't recall</p> <p>23 specifically.</p> <p>24 Q. Okay, and how would you confirm that?</p> <p>25 A. I don't know. I'd have to think about it</p>

<p>1 and think about the issues that I had to respond to      2 in preparing for Carolyn's cross-examination. So I      3 could maybe look at her affidavit or the      4 cross-examination of her affidavit, I don't know.      5 I'd have to think about that. I do have a      6 recollection, though, that reference to my      7 directorship was in there.</p> <p>8 Q. Was this document used in the BLG      9 litigation?</p> <p>10 A. I don't recall right now.</p> <p>11 Q. And how would you confirm that?</p> <p>12 A. Well, I'd have to try to reconstruct the      13 conversations about Carolyn and Naomi's affidavits,      14 and what my response was, if I had to respond to      15 questions about my directorship, so I don't recall.      16 That or maybe look at the underlying affidavits that      17 they prepared, and perhaps even the pleadings.</p> <p>18 Q. Okay. The next document, and I do promise      19 we are getting to the end line here. I'm going to      20 drop this in the chat as well. This is Bates      21 numbered OLPC 479 to 483. Was this document used in      22 Burton v. Lemons?</p> <p>23 A. Which number is that, Sarah? 12?</p> <p>24 Q. It has the number 12. I'm not marking it      25 as an exhibit, so I'm happy to, but I just don't know</p>	Page 117	Page 119
<p>1 what to call these documents where the trust      2 documents had actual names and we had read the Bates      3 numbers into the record. So the question is was this      4 used in Burton v. Lemons.</p> <p>5 A. Not Burton v. Lemons, but I haven't      6 finished reading the document yet.</p> <p>7 Q. Okay.</p> <p>8 A. Okay, so it was not used in Burton v.      9 Lemons.</p> <p>10 Q. Was it used in the Mareva injunction?</p> <p>11 A. I believe information from here was used      12 in the Mareva injunction.</p> <p>13 Q. What do you base that on?</p> <p>14 A. Based on the information that was prepared      15 on this document about directorships and so on was      16 referred to in the underlying litigation and      17 Carolyn's affidavit, I believe.</p> <p>18 Q. Was this used in the BLG matter?</p> <p>19 A. I believe the information on here is      20 referred to, yes, I believe so.</p> <p>21 Q. And how would you confirm that?</p> <p>22 A. Well, I'd have to think back on it,      23 because – think back on it about when we were      24 preparing my defense, what I had to respond to. And      25 I believe I did have to respond to these questions</p>	Page 118	Page 120

<p>1 A. That's correct.</p> <p>2 Q. Okay, and you're not aware of any other</p> <p>3 claim for damages that OLPC has in this case?</p> <p>4 A. What was the question?</p> <p>5 Q. Are you aware of any other damages that</p> <p>6 OLPC has in this case?</p> <p>7 A. Other than what? Sorry.</p> <p>8 Q. Other than the invoices we've gone over.</p> <p>9 A. I've indicated to you that two of the</p> <p>10 matters are ongoing, so I anticipate there will be</p> <p>11 additional invoices issued and a claim for</p> <p>12 indemnification will be made at some future point.</p> <p>13 Q. And the only damages OLPC is seeking is</p> <p>14 related to those lawsuits?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. The last one is --</p> <p>17 MR. JORDAN: How many more of these are we</p> <p>18 going to do? You're now almost at four hours.</p> <p>19 MS. VAUGHN: I'm almost done. This is, I</p> <p>20 think, the second-to-the-last one. I'm just going</p> <p>21 through all the converted documents and trying to tie</p> <p>22 them to the invoices to the extent we are able.</p> <p>23 Q. (By Ms. Vaughn) This next one is</p> <p>24 OLPC-Ephraim Olson 487 to 488. This is another</p> <p>25 e-mail between Tim A and Joshua Olson with another</p>	<p>Page 121</p>	<p>1 A. She certainly had -- I do not have any</p> <p>2 evidence that Ephraim physically sent this document</p> <p>3 to her.</p> <p>4 Q. Was this document used in the Mareva</p> <p>5 injunction?</p> <p>6 A. Information on here was used in the Mareva</p> <p>7 injunction.</p> <p>8 Q. Where?</p> <p>9 A. Where? Information in the pleadings, in</p> <p>10 the -- I believe Carolyn's affidavit has information</p> <p>11 from here. It's on here, I believe, that may have</p> <p>12 been -- information on here may have been used in the</p> <p>13 ex-parte oral arguments and the brief.</p> <p>14 Q. And was this document used in BLG, the BLG</p> <p>15 litigation?</p> <p>16 A. Yes, I believe it was. I believe</p> <p>17 information on here was used.</p> <p>18 Q. And how would you confirm that?</p> <p>19 A. Sorry?</p> <p>20 Q. How would you confirm that?</p> <p>21 A. Oh, information -- Carolyn had this</p> <p>22 document. Information on here shows up in the</p> <p>23 pleadings, and, I believe, in her affidavit and in</p> <p>24 Naomi's affidavit.</p> <p>25 Q. Mr. Olson, do you recall your deposition</p>	<p>Page 123</p>
<p>1 screenshot. Mr. Olson, was this document used in</p> <p>2 Burton v. Lemons, the Mareva injunction or BLG</p> <p>3 litigation?</p> <p>4 A. No, it was not.</p> <p>5 Q. Okay, this is the last one. It's Bates</p> <p>6 numbered OLPC-Ephraim Olson 331. Mr. Olson, was this</p> <p>7 document used in Burton v. Lemons? Happy to send it</p> <p>8 to you if you would like.</p> <p>9 A. Please do.</p> <p>10 Q. Would you like me to repeat the question?</p> <p>11 A. Let me just look at the document first,</p> <p>12 please. Then you can repeat the question.</p> <p>13 MR. JORDAN: The Bates number of this</p> <p>14 document, can you roll down to the Bates number.</p> <p>15 MS. VAUGHN: Yeah, it's OLPC 331.</p> <p>16 MR. JORDAN: Thank you.</p> <p>17 THE WITNESS: Okay, sorry. Your question?</p> <p>18 Q. (By Ms. Vaughn) Was this document used in</p> <p>19 Burton v. Lemons?</p> <p>20 A. Well, information on this document was.</p> <p>21 Q. What information?</p> <p>22 A. The information on the line that says</p> <p>23 "Waterton Land Trust."</p> <p>24 Q. And do you have any evidence that Naomi</p> <p>25 Burton ever received a copy of this document?</p>	<p>Page 122</p>	<p>1 in February of 2023 in this matter?</p> <p>2 A. February of 2023? That was the 30(b)(6)</p> <p>3 examination?</p> <p>4 Q. Yes, February 15th of 2023.</p> <p>5 A. Yeah, I do. I do recall it generally. I</p> <p>6 remember having it. I don't remember all of the</p> <p>7 exhibits, but I remember having it.</p> <p>8 Q. And during that deposition I asked you if</p> <p>9 there were bills for the damages that OLPC would be</p> <p>10 seeking in this case. Do you remember that?</p> <p>11 A. Well, you can show me the deposition. I'm</p> <p>12 happy to look at it.</p> <p>13 Q. This section right here.</p> <p>14 A. This goes on for quite a few pages. Would</p> <p>15 you like me to look at all of my testimony relating</p> <p>16 to those damages? If you do, please find it so I can</p> <p>17 read it.</p> <p>18 MR. JORDAN: Let's get the question first.</p> <p>19 Q. (By Ms. Vaughn) This is just the one</p> <p>20 question. Do you recall telling me on February 15th</p> <p>21 of 2023 that OLPC did not have any invoices related</p> <p>22 to its damages?</p> <p>23 MR. JORDAN: Show him the question and</p> <p>24 answer you're asking him about.</p> <p>25 MS. VAUGHN: "It's going to get a bill for</p>	<p>Page 124</p>

<p>1 those services."</p> <p>2 "And where are those bills? Do they exist</p> <p>3 today?"</p> <p>4 "No."</p> <p>5 MR. JORDAN: Let's have your question</p> <p>6 again, because I don't think – I think I'm objecting</p> <p>7 that it misstates the testimony we're looking at.</p> <p>8 Can we hear your question again.</p> <p>9 Q. (By Ms. Vaughn) Do you recall telling me</p> <p>10 in February of 2023 that no invoices for OLPC's</p> <p>11 damages existed at the time?</p> <p>12 MR. JORDAN: That's not the testimony</p> <p>13 here, so I object. Misstates the document.</p> <p>14 A. So the document –</p> <p>15 MR. JORDAN: "OLPC is going to get a bill</p> <p>16 for those services."</p> <p>17 MS. VAUGHN: Yes, and I said: "Where are</p> <p>18 those bills? Do they exist today?"</p> <p>19 MR. JORDAN: Yeah, bills to OLPC.</p> <p>20 MS. VAUGHN: And he said no.</p> <p>21 MR. JORDAN: Yeah.</p> <p>22 MS. VAUGHN: So I'm clarifying.</p> <p>23 Q. (By Ms. Vaughn) Are the invoices we went</p> <p>24 over today not bills for OLPC?</p> <p>25 MR. JORDAN: I object. Once again, asked</p>	<p>Page 125</p> <p>1 Q. Okay.</p> <p>2 A. And OLPCCIL has not billed OLPC for those</p> <p>3 services.</p> <p>4 Q. Okay. So why are the invoices we went</p> <p>5 over today damages when in February of 2023 you told</p> <p>6 me that OLPC's damages were bills it was going to get</p> <p>7 from OLPCCIL?</p> <p>8 A. Well, that was some of the damages,</p> <p>9 because OLPC has not billed OLPC [sic] for the costs</p> <p>10 it's incurred.</p> <p>11 Q. So has OLPC –</p> <p>12 A. The only bills – sorry.</p> <p>13 MR. JORDAN: Repeat your answer,</p> <p>14 Mr. Olson.</p> <p>15 MS. VAUGHN: Were you done answering?</p> <p>16 MR. JORDAN: Well, I know he wasn't done</p> <p>17 because you interpreted him.</p> <p>18 MS. VAUGHN: Well, he takes pauses, and</p> <p>19 it's hard to tell when he's done with an answer. So</p> <p>20 we're on Zoom. Let's have some leeway here, David.</p> <p>21 It's difficult to tell when your client is or is not</p> <p>22 responding to a question.</p> <p>23 Q. (By Ms. Vaughn) Mr. Olson, please finish</p> <p>24 your answer.</p> <p>25 A. I was saying that OLPCCIL has not billed</p>
<p>1 and answered. It's evident on the face of the bills</p> <p>2 to whom the bills are rendered, and they're not</p> <p>3 rendered to OLPC, as you know. Unfair to</p> <p>4 misrepresent his deposition testimony.</p> <p>5 THE WITNESS: And the –</p> <p>6 MS. VAUGHN: His deposition testimony is</p> <p>7 right front of us, David. I have not –</p> <p>8 THE WITNESS: So it's –</p> <p>9 MR. JORDAN: You misrepresented it in your</p> <p>10 question.</p> <p>11 MS. VAUGHN: I'm asking the question.</p> <p>12 Q. (By Ms. Vaughn) Mr. Olson, did you tell</p> <p>13 me in February of 2023 that OLPC would receive bills</p> <p>14 that it would have to pay as a result of Ephraim's</p> <p>15 stolen documents?</p> <p>16 A. Question, on line 5:</p> <p>17 "So is it – so is it OLPCCIL has incurred</p> <p>18 damages as a result of sharing these documents to</p> <p>19 OLPC? OLPC is going to have to pay for those</p> <p>20 damages."</p> <p>21 And then it says: "Okay, and where? Is it</p> <p>22 going to get a bill for those services?"</p> <p>23 Q. No, you said: "It's going to get a bill</p> <p>24 for those services"; right?</p> <p>25 A. Yes.</p>	<p>Page 126</p> <p>1 for the services that it's had to render in</p> <p>2 connection with this matter.</p> <p>3 Q. Are you done?</p> <p>4 A. I'm done.</p> <p>5 Q. Okay. Has OLPC's theory of damages</p> <p>6 changed in this case from February of 2023?</p> <p>7 MR. JORDAN: Objection; calls for a legal</p> <p>8 conclusion.</p> <p>9 MS. VAUGHN: Okay. Isn't it true –</p> <p>10 MR. JORDAN: Mr. Olson, I instruct you not</p> <p>11 to reveal any attorney-client privileged information</p> <p>12 in responding to her question.</p> <p>13 Q. (By Ms. Vaughn) Okay. You told me,</p> <p>14 Mr. Olson, in February of 2023 that OLPC's damages</p> <p>15 would be bills from OLPCCIL; correct?</p> <p>16 A. I didn't say all the damages would be. I</p> <p>17 said that OLPC has incurred – OLPCCIL has</p> <p>18 incurred – it has incurred damages, and OLPC will be</p> <p>19 responsible if it gets a bill for those services.</p> <p>20 Q. And none of the invoices that we went over</p> <p>21 today are costs that OLPCCIL has incurred; correct?</p> <p>22 A. That is correct.</p> <p>23 MS. VAUGHN: Thank you. I think that's</p> <p>24 all the questions I have.</p> <p>25 MR. JORDAN: I have no questions. That</p>

<p>1 concludes this deposition. Before we go off record,      2 Monica, do you have a question that you would like to      3 ask Ms. Vaughn while Ephraim is here with her?      4 MS. CALL: Yes. Sarah, we never got a      5 response or an e-mail about whether you're going to      6 accept service – I guess Mr. Ephraim's left the      7 deposition. But we asked whether you would accept      8 service of the protective filing in state court, and      9 we never heard back from you. So I thought with      10 Ephraim on the line we could ask you or him if you're      11 willing to accept service for him in that matter.      12 MR. JORDAN: He was on the line until I      13 asked my question.      14 MS. VAUGHN: We didn't know what your      15 question was. I think we can go off the record since      16 the deposition's complete.      17 THE REPORTER: Before you go, Mr. Jordan,      18 did you need a copy of this?      19 MS. CALL: He left as well. Yes, we do      20 need a copy.      21 (The deposition was concluded at 6:59 p.m.)      22 ***      23      24      25</p>	Page 129	Page 131
<p>1 REPORTER'S CERTIFICATE      2 STATE OF UTAH )      3 ) ss.      4 COUNTY OF SALT LAKE )      5 I, Kathy Morgan, Registered Professional      Reporter and Notary Public in and for the State of      6 Utah, do hereby certify:      7 That prior to being examined, the witness,      THOMAS H. OLSON, appeared remotely before me, and was      8 by me duly sworn to tell the truth, the whole truth,      and nothing but the truth;      9      That said deposition was taken down by me      10 in stenotype on December 19, 2024 at the place      therein named according to my ability to hear via      11 Zoom, and was thereafter transcribed and that a true      and correct transcription of said testimony is set      12 forth in the preceding pages;      13 I further certify that, in accordance with      Rule 30(e), a request having been made to review the      14 transcript, a reading copy was sent to Mr. David      Jordan for the witness to read and sign, and the      15 original transcript will be delivered to Ms. Sarah      Vaughn for safekeeping.      16      I further certify that I am not kin or      17 otherwise associated with any of the parties to said      cause of action and that I am not interested in the      18 outcome thereof.      19 WITNESS MY HAND AND OFFICIAL SEAL this      20 29th day of December, 2024.      21      22      23      24      25</p> <p>Kathy Morgan, RPR, CSR      Notary Public      Salt Lake County      My commission expires May 24, 2027</p>	Page 130	